



# Town Board of Trustees

Tuesday, July 27, 2021 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.  
THANK YOU.**

## 1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/81909629959>

Meeting ID: 819 0962 9959

Passcode: 673810

One tap mobile

+16699006833

## 2. Call to Order

Royce D. Pindell, Mayor

### a. Roll Call

## 3. Pledge of Allegiance

Royce D. Pindell, Mayor

## 4. Approval of Agenda

Royce D. Pindell, Mayor

## 5. Consent Agenda

Royce D. Pindell, Mayor

### a. July 13, 2021 - Regular Meeting Minutes

#### Attachments:

- **July 13, 2021 - Regular Meeting Minutes** (07-13-2021\_-\_Regular\_Meeting\_Minutes.pdf)

### b. Intergovernmental Agreement (IGA) Regarding 2021 Grant of Arapahoe County Open Space Program Funds Project Name: Kiowa Bennett Road Trail Extension

Resolution No. 877-21 - A Resolution Approving an Intergovernmental Agreement (IGA) Regarding 2021 Grant of Arapahoe County Open Space Program Funds for the Kiowa Bennett Road Trail Extension

#### Attachments:

- **Town of Bennett Award Letter** (Bennett\_Award\_Letter\_7.6.21.pdf)

- **Intergovernmental Agreement (IGA) Regarding 2021 Grant of Arapahoe County Open Space Program Funds Project Name: Kiowa Bennett Road Trail Extension** (1\_-\_Kiowa\_Bennett\_Trail\_IGA.pdf)
- **Exhibit A Kiowa Bennett Road Trail Extension** (2\_-\_Ex\_A\_BEN\_Kiowa\_Bennett\_Road\_Trail\_Extension.pdf)
- **Resolution No. 877-21 - A Resolution Approving an Intergovernmental Agreement (IGA) Regarding 2021 Grant of Arapahoe County Open Space Program Funds for the Kiowa Bennett Road Trail Extension** (4\_-\_Resolution\_No.\_877-21\_Kiowa\_Bennett\_Trail\_Extension.pdf)

## Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

## Regular Business

### 6. Action/Discussion Items

#### a. Planning and Zoning Commission Applicant

Christina Hart, Town Clerk

#### Attachments:

- **Staff Report Planning and Zoning Commission Applicant** (0\_-\_Staff\_Report.pdf)
- **Planning and Zoning Application** (Planning\_Commission\_Application\_James\_Delaney.pdf)
- **Suggested Motion** (2\_-\_suggested\_motion.pdf)

#### b. First Amendment to the Piland Purchase and Sale Agreement for Groundwater Rights

Trish Stiles, Town Administrator

Taeler Houlberg, Assistant to the Town Administrator

#### Attachments:

- **Staff Report First Amendment to the Piland Purchase and Sale Agree**

**ment for Ground Water Rights** (0\_-\_Staff\_Report\_Piland\_Water\_Contract\_Extension.pdf)

- **Piland Purchase and Sale Agreement for Groundwater Rights** (1\_-\_Piland\_Lowell\_\_Sara\_Purchase\_and\_Sale\_Agreement.pdf)
- **First Amendment to the Piland Purchase and Sale Agreement for Groundwater Rights** (2\_-\_First\_Amendment\_to\_Piland\_PSA.pdf)
- **Suggested Motion** (4\_-\_suggested\_motion.pdf)

**c. Kuhn Construction North Municipal Complex (NomCom) Site Preparation and Grading**

Daymon Johnson, Capital Projects Director

**Attachments:**

- **Staff Report Kuhn Construction North Municipal Complex (NOMCOM) Site Preparation and Grading** (0\_-\_Staff\_report\_-\_NOMCOM\_Kuhn\_Construction\_Site\_Pre\_\_Grading\_Contract.pdf)
- **Kuhn Construction, Inc. Proposal** (1\_-\_Kuhn\_Construction\_-\_building\_site\_preparation\_\_grading\_proposal.pdf)
- **Suggested Motion** (2\_-\_suggested\_motion.pdf)

**7. Town Staff Reports**

Alison Belcher, Assistant Communications Director

**Attachments:**

- **Staff Report CodeRED Emergency Alert System** (0\_-\_StaffReport\_EmergencyAlerts\_CodeRed.pdf)
- **Community Notification Information Flyer** (1\_-\_CommunityNotification\_CodeRED.pdf)

**8. Town Administrator Report**

Trish Stiles, Town Administrator

**9. Trustee Comments and Committee Reports**

Mayor and Trustees

**10. Adjournment**

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

**TOWN OF BENNETT, COLORADO  
BOARD OF TRUSTEES  
Regular Meeting  
July 13, 2021**

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**1. CALL TO ORDER**

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, July 13, 2021 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:00 p.m. The following persons were present upon the call of the roll:

Mayor: Royce Pindell

Trustees Present: Darvin Harrell  
Whitney Oakley  
Denice Smith  
Donna Sus  
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*  
Rachel Summers, *Deputy Town Administrator*  
Taeler Houlberg, *Assistant to the Town Administrator*  
Alison Belcher, *Assistant Communications Director*  
Steve Hebert, *Planning and Economic Development Manager*  
Sara Aragon, *Community Development Manager*  
Dan Giroux, *Town Engineer*  
Danette Ruvalcaba, *Finance and Technology Director*  
Robin Price, *Public Works Director*  
Gabrielle Renner, *Town Traffic Engineer*  
Melinda Culley, *Town Attorney*  
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Rick Strok, Chris Harris, Chloe Church, Jodi Church, Travis Church,  
Dodie Hunker

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Royce D. Pindell.

**3. APPROVAL OF AGENDA**

TRUSTEE VITTUM MOVED, MAYOR PRO TEM HARRELL SECONDED to approve the agenda as presented.

The voting was as follows:

YES: Oakley, Pindell, Smith, Sus, Vittum, Harrell

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

**4. CONSENT AGENDA**

MAYOR PRO TEM HARRELL MOVED, TRUSTEE VITTUM SECONDED to approve the consent agenda as presented.

YES: Pindell, Smith, Sus, Vittum, Harrell, Oakley

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

A. **Action:** Approval of June 22, 2021 Regular Meeting Minutes

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

There were no public comments.

**5. REGULAR BUSINESS**

**A. Action/Discussion**

**1. Bennett Gives Back Grant Award Ceremony**

Danette Ruvalcaba, Finance and Technology Director, reported to the Trustees The purpose of the Bennett Gives Back Grant (BGB Grant) program is for eligible organizations and special districts to obtain additional resources to help supplement services or resources provided to the residents of Bennett.

The Town of Bennett, through the BGB Grant, may provide a grant up to 90% of the costs of a qualifying event, project, program, or activity in an amount up to \$10,000 per organization per year from the Town’s general fund.

The Town received 11 BGB Grant applications, for a total requested amount of \$83,621.15. The maximum funds available for this program in 2021 are \$40,000, therefore, the Bennett Gives Back Advisory Board met on May 24<sup>th</sup> to develop funding recommendations.

The applications received were as follows:

- **Bennett Boy Scout Troop 30-Replace Boy Scout Equipment and Storage**
  - Project Budget-\$11,112
  - Grant Request-\$10,000

- **Bennett Cub Scout Pack 30-Centralized Location for Pack 30 Resources**
  - Project Budget-\$4,753
  - Grant Request-\$4,278
  
- **Bennett Fire Protection District-Bennett Fire Station 92 Personal Protective Equipment Washer**
  - Project Budget-\$14,880
  - Grant Request-\$7,440
  
- **Bennett Imagination Library Program-Bennett Imagination Library Program**
  - Project Budget-\$3,050
  - Grant Request-\$2,745
  
- **Bennett Park and Recreation District-Maintenance Surprises**
  - Project Budget-\$20,000
  - Grant Request-\$10,000
  
- **Bennett Park and Recreation District-Pool Must Haves**
  - Project Budget-\$22,500
  - Grant Request-\$10,000
  
- **Bennett Wrestling Club-BWC Gear and Scales**
  - Project Budget-\$8,954
  - Grant Request-\$8,058
  
- **CASA of Adams and Broomfield Counties-CASA Volunteer Program**
  - Project Budget-\$713,432
  - Grant Request-\$3,000
  
- **Discovery Time Kids Early Learning Center-Water Mitigation and Beautification of Area Surrounding Discovery Time Kids Early Learning Center**
  - Project Budget-\$15,800
  - Grant Request-\$10,000
  
- **Bennett Community Food Bank-Semi-Trailer and Forklift**
  - Project Budget-\$9,000
  - Grant Request-\$8,100
  
- **Hearts, Hands and Hope Foundation-Continuous Support for Cancer Patients**
  - Project Budget-\$11,000
  - Grant Request-\$10,000

The Board of Trustees approved funding for the following grant applications in the amounts specified below on June 8, 2021.

- **Bennett Boy Scout Troop 30-Replace Boy Scout Equipment and Storage**
  - Grant Award-\$5,815

- **Bennett Fire Protection District-Bennett Fire Station 92 Personal Protective Equipment Washer**
  - Grant Award-\$7,440
- **Bennett Imagination Library Program - Bennett Imagination Library Program**
  - Grant Award-\$2,745
- **Bennett Park and Recreation District- Pool Must Haves**
  - Grant Award-\$7,500
- **Bennett Wrestling Club-BWC Gear and Scales**
  - Grant Award-\$4,000
- **Discovery Time Kids Early Learning Center-Water Mitigation and Beautification of Area Surrounding Discovery Time Kids Early Learning Center**
  - Grant Award-\$5,000
- **Hearts, Hands and Hope Foundation-Continuous Support for Cancer Patients**
  - Grant Award-\$10,000

Chloe Church, representative for the Bennett Imagination Library Program, started the program in 2018. This is a free program for families within the Town of Bennett who can register their children for a free book every month until the age of five. Miss Church expressed her gratitude and excitement for starting and continuing the program as our community grows. The program currently has 87 children enrolled with 31 children graduating from the program. Miss Church thanked the Trustees for their continued support.

Dodie Hunker, Hearts, Hands and Hope Foundation, shared with the Trustees, her daughter started the Foundation as a result of both her and her daughter having cancer. The Foundation provides meals as well as transportation to dr. appointments for cancer patients. The Foundation has grown 3 times since COVID-19 surfaced. Ms. Hunker expressed her deepest gratitude to the Trustees for the grant award.

Bennett Boy Scout Troop 30 thanked the Trustees for their continued support.

Danette Ruvalcaba, Finance and Technology Director, thanked the Trustees, on behalf of the Bennett Recreation District, for their continued support. Leila Schaub was unable to attend the ceremony due to staffing shortages.

A recess was called at 7:08 p.m. for a photo opportunity for the Bennett Gives Back Grant Awards Ceremony recipients.

The meeting resumed at 7:15 p.m.

## 2. Public Hearing

### A. Lighting Code Update

#### **Ordinance No. 728-21 – An Ordinance Amending Chapter 16 of the Bennett Municipal Code Regarding Lighting Standards**

Mayor Royce D. Pindell, called the matter of the Lighting Code Update to order. The public hearing was opened at 7:16 p.m.

Christina Hart, Town Clerk, stated that in accordance with Colorado State Statute, notice of the public hearing was properly posted and published in the Eastern Colorado News on May 28, 2021. Legal #2481.

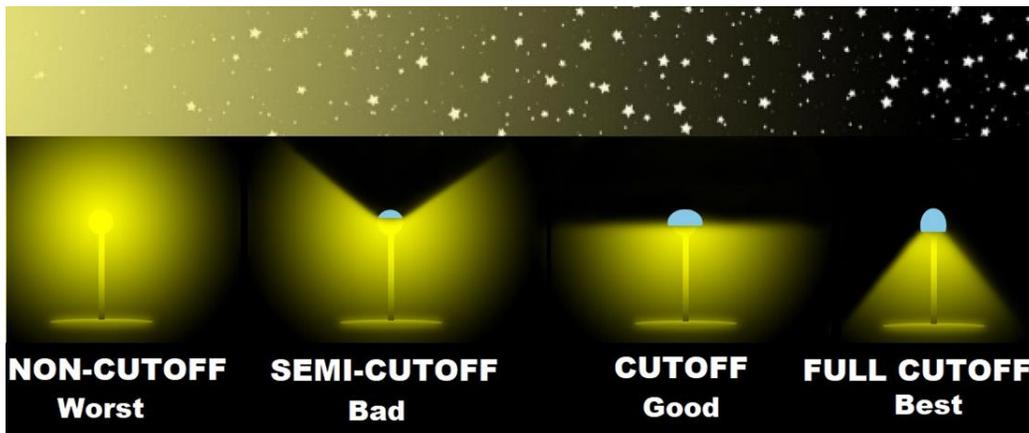
Steve Hebert, Planning and Economic Development Manager reported to the Trustees that Trustee Pulliam presented to staff several proposed changes to the lighting standards in Chapter 16, Division 8 of the Bennett Municipal Code. Staff presented the proposed changes to the Town Board of Trustees in a study session in January 2020 and again in December 2020. During the second study session, the Board indicated general support of the changes as long as certain fixture installations were exempt and staff solicited input from the community. That exemption and community input are described later in this report.

The purpose of the Town's lighting standards is to:

1. Provide adequate lighting for safety and security;
2. Reduce light pollution, light trespass, glare, sky glow impacts and offensive light sources;
3. Prevent inappropriately aimed or poorly designed or installed exterior lighting;
4. Encourage quality lighting design, light fixture shielding, uniform light intensities and lighting controls; and
5. Promote efficient and cost-effective lighting to conserve energy.

The primary approach to reducing light pollution, light trespass and offensive lighting is to use full cut-off fixtures that conceal the light source, so it is not visible from adjacent properties and public rights-of-way (streets).

The image below illustrates the concept of cut-off fixtures. Also, see the PowerPoint presentation more illustrations:



The current lighting standards were adopted in 2014. For various reasons, including the complexity of measuring the brightness (lumens) of light sources, the lack of public education and outreach, and the number of lights in our residential, commercial and industrial neighborhoods, enforcement has not been effective. Staff conducted a windshield survey, driving Bennett neighborhoods in late November, and found 342 homes with non-compliant light fixtures. Many have motion-detector security lights with an unshielded light source. Given the limited scope of the survey, there are likely many more non-compliant fixtures.

### Cut-off Fixtures and Single-Family Home Exemptions

The current code requires all exterior lights greater than 900 lumens (approximately 70 watts) to be shielded from view from adjacent properties and public rights-of-way. In addition, the code requires a full cut-off fixture to prevent the direct view of the light source, i.e., the bulb. A full cut-off fixture is designed so that light is aimed downward and the direct light source is shielded from view. (See examples attached to this staff report.)

For single-family detached dwellings, the code currently exempts light fixtures of sixty (60) watts or less from the full cut-off requirement; however, these fixtures must have a translucent or frosted lens. Clear unfrosted bulbs within clear fixtures are prohibited.

The proposed amendments would eliminate the 900 lumens threshold noted above and eliminate the exemption for a single-family home light fixture of 60 watts or less. The effect would require almost all light fixtures in residential and commercial areas to use full cut-off fixtures. The reference to translucent or frosted lenses would be eliminated because they would no longer be necessary.

A provision has been included in the proposed lighting standards that states that a replacement of an existing fixture to meet compliance is only required if an electrical permit is also required for the project or installation. If an electrical permit is not required, then the fixture does not have to conform to the provisions of the code. This was added based on the recommendation from the Board.

### **Exemption for Ornamental Lighting**

The current code exempts ornamental landscape lighting fixtures that do not exceed fifteen (15) watts from the lighting standards. The proposed amendment would eliminate this exemption and require all ornamental landscape lighting to use the full cut-off fixture. Holiday lights are currently exempt on residential and non-residential properties. No change is proposed for holiday lights. All exterior lighting, except for holiday lights, aviation lighting and public safety lighting, would be subject to the Town's lighting standards.

### **Miscellaneous Clean-up Amendments**

Several proposed updates clean-up the language to make it internally consistent if the ordinance is amended.

The proposed updates to the lighting standards were presented to the public at Engage.Shape.Build. on Wednesday, May 19, 2021, and were well-received by those in attendance with no notable opposition.

It is Staff's interpretation that by removing the exemption for single-family residential lighting and requiring all light fixtures, regardless of brightness, to be full cut-off fixtures, light pollution will be reduced.

Additionally, requiring full cut-off fixtures, regardless of the lumens of the light source, would make enforcement easier. No longer will interpretation of the code depend on the light source's brightness; therefore, a visual inspection will be simplified. If the light source is directly visible, it will be considered non-compliant.

Finally, including the added provision of **only** requiring a light fixture to be replaced by a full cut-off fixture if an electrical permit is necessary for the installation, alleviates the concerns associated with financially burdening residents if the proposed amendments to Chapter 16 are approved.

On June 28, 2021, the Planning and Zoning Commission recommended approval of the proposed lighting standards via Resolution 2021-06.

Staff recommends that the Board of Trustees approve Ordinance 728-21, an ordinance amending Chapter 16 of the Bennett Municipal Code regarding lighting standards.

### **PUBLIC COMMENTS**

There were no public comments presented.

Mayor Pindell closed the public hearing the Lighting Code Update at 7:50 p.m.

Trustee Oakley attended the Engage.Shape.Build lighting code update event with Mr. Hebert specifically to find a consensus of public input regarding the lighting code update. The public feedback she received was mostly supportive of the update by the desire to preserve the night sky

while avoiding light pollution. Additional feedback she received from the public was their concern that with growth crime could be increased in Bennett with the lighting code update. Trustee voiced concerns of overreaching with the proposed ordinance.

Trustee Sus reported she had been in the electrical industry for many years and part of that was lighting. Trustee Sus stated it's difficult to find incandescent and/or CFL light bulbs. LED light bulbs have become the source lighting pushing out the incandescent and/or CFL light bulbs. The industry standard is providing more cut-off lighting fixtures for residential as well as commercial lighting.

Trustee Vittum expressed he believes one of the factors of people choosing to live in a rural environment is the beauty of the night sky. Trustee Vittum stated he supports the night sky initiative.

Mayor Royce D. Pindell explained in 2014 discussions began regarding the night sky initiative. The proposed ordinance, if passed, will amend the current code. The proposed update will not affect those residents and businesses unless they were to update their lighting. At that time if the lighting change would require an electrical permit, the residents and/or businesses would have to comply with the new code. Mayor Pindell stated his support of the initiative for all future development. He shared with the Trustees that downward lighting creates shadows helping with security where lighting that projects everywhere isn't as effective.

TRUSTEE SUS MOVED, TRUSTEE VITTUM SECONDED to approve Ordinance No. 728-21 – An Ordinance Amending Chapter 16 of the Bennett Municipal Code Regarding Lighting Standards. The voting was as follows:

YES: Smith, Sus, Vittum, Harrell, Pindell  
NO: Oakley

Mayor Royce D. Pindell declared the motion passes 5 to 1.

### 3. Single Family Equivalent (SFE)/Water Service Agreement

#### **Ordinance No. 729-21 – An Ordinance Amending Chapter 13 of the Bennett Municipal Code Regarding Initiation of Water Service and Water Service Agreements**

Rachel Summers, Deputy Town Administrator reported to the Board of Trustees, On November 12, 2019, the Board of Trustees approved amendments to Chapter 13 of the Bennett Municipal Code. At the time, the Town had recently completed a Capital Asset Inventory Master Plan (CAIMP), that reviewed and analyzed the costs of operating and maintaining the Town's water and sewer system, and identified long-range planning for the costs of improving such systems.

The CAIMP process identified that the Town would move towards a Single Family Equivalent (SFE) system demand. An SFE is a numerical value calculated for a specific property based upon the demand placed on the water and sewer systems of the Town by an average single-family residential unit. This model sizes taps based on multiple factors and is much different than the three previous catch-all categories. Additionally, the amendment changed the separate cash-in-

lieu and tap fee requirement and created an all-encompassing water development fee. This fee now calculates the water infrastructure impacts and raw water rights as one fee. Confusion surrounding collection and market inflation of water purchases were the driving factors for this change. The amendment concluded with the requirement of a Water Service Agreement, which ratifies the water development fee and SFE calculations at the time of building permit.

Over the last year, Staff witnessed confusion with the transition from the developer to new homeowners at the time of their application for water service. For this reason, Staff created a welcome packet regarding utilities in Bennett to help mitigate this confusion. This packet was created for consumer education of the water system, our rates and the Water Service Agreement assigned tier purchased with their original tap. The packet is given to all new Town water service customers.

Below is a depiction of the water tier structure within the SFE calculator. As you can see from the estimated gallons per year tier allocations, the cost of the water development fee is adjusted accordingly. Therefore, it is essential to educate homeowners on the tier water use as this is the reserved capacity on the system at the time of tap. If homeowners drastically overuse water, we would not have enough financial support in our system to offset the cost for additional water rights and infrastructure.

PER BUILDING STRUCTURE UTILITY TIER (GALLONS PER YEAR):							(0)
	Gold - Tier	Wise - Tier I	Typical SFE - Tier II	Residential Estate SFE - Tier III	Small Office Retail - Tier IV	Commercial/ Other- Tier V	Above Tier V
SFE's Allocation:	.6 SFE's	.8 SFE's	1 SFE's	1.67 SFE's	3.34 SFE'S	5.34 SFE'S	0.00
Min Gallons Per Year:	0 GPY	70,000 GPY	90,000 GPY	140,000 GPY	240,000 GPY	500,000 GPY	SFE's
Max Gallons Per Year:	<69,999 GPY	<89,999 GPY	139,999 GPY	239,999 GPY	499,999 GPY	680,000 GPY	
Water Development Fee:	\$14,671	\$19,560	\$24,451	\$40,833	\$81,666	\$130,568	\$ (0)
Sewer Development Fee:	\$3,433	\$4,578	\$5,722	\$9,556	\$19,111	\$30,555	\$ (0)

During this time of transition, from the previous dedication cash-in-lieu model to the new water development fee, Staff identified inconsistencies in the Code and discrepancies when homes are transitioned to new owners that do not have an SFE count established. The attached draft Ordinance 729-21 identifies the proposed cleanup of Chapter 13 of the Bennett Municipal Code. These changes are proposed for both Staff and consumer clarity.

PROPOSED UPDATES:

**Article III – Water Regulations**

Current Code Language

Sec. 13-3-10. - Application.

- (a) Application for the use of water shall be made to the Town Clerk by the owner or the agent of the property to be served, designating the location of the property and stating the purpose for which the water may be required.

Proposed Code Language

Sec. 13-3-10. – Initiation of water service; service agreement.

- a) The owner of any property seeking water service from the Town shall execute a water service agreement that sets forth the parameters of water service to the property, including a SFE allocation and water usage limits. The SFE allocation shall be based on the SFEs allocated to the development pursuant to Section 13-1-10 of this Code or if no such allocation has been made then the allocation will be one (1) SFE for residential properties. For non-residential properties without a developer allocation pursuant to Section 13-1-10, the SFE allocation will be determined using the SFE calculator adopted by the Town Water Engineer.
- b) If actual water usage on a property exceeds the water usage limits corresponding to the SFE allocation for the property, the property owner may be responsible for paying an additional water development fee to make up for the shortfall as provided in Section 13-1-10 of this Code.

As you can see in Section 13-3-10 (b), the property owner **may** be responsible for paying additional water development fees according to **Section 13-1-10 of the Code**, which was established in 2019. More specifically, Section 13-1-10 (d) Expansion of use; adjustment of SFE.

*In the event of any change or expansion of use which expands the demand on the water utility system, an additional water development fee shall be paid to the Town for the additional SFEs created by such change or expansion. Additionally, if the annual water usage of a property exceeds the projected usage, the then-current owner shall be responsible for paying an additional water development fee to make up for the shortfall. Such payment of the additional water development fee shall be required as a condition precedent to the approval of any permit for, and to the provision of any water service to, such changed or expanded use. No such permit or provision of water service shall receive final approval or be deemed authorized until all requirements of this Article have been satisfied. Failure to comply with this requirement may result in the imposition of a moratorium on the issuance of new water taps for the development, the discontinuation of nonessential water service to the affected area, or both.*

Once water infrastructure cost and demands were identified in CAIMP, water conservation became a Board policy directive. The primary goal with the proposed Section 13-3-10 amendments is for public education of water consumption and use. Understanding how much water they use and where they are within the range of their SFE tier at the time of tap is vital to this policy direction and the future of our water system. Staff believes that consumers who understand the water service agreement and their tiered use limits are more likely to know when possible leaks or waste happen in their landscape and indoor water use. Today more and more developers advocate for xeriscape landscaping for the master-planned communities to abide by this water conservation policy, and Staff is encouraging the discussion. The requirement for water service agreements by each homeowner will provide upfront communication at the point of sale.

Furthermore, this section allows flexibility for homeowners who want to purchase additional water rights to expand their use limits if they so choose. If a homeowner wants additional sod in their backyard with more than the original limits, it is possible, but they may or may not need to purchase additional water rights to do that.

Staff recommends the Board of Trustees approve Ordinance 729-21 amending Chapter 13 of the Bennett Municipal Code regarding initiation of water service and water service agreements.

Trustee Oakley expressed her concern that a new homeowner could be “blindsided” with the water service agreement and the cost of water usage because of a lack of understanding the agreement.

Trustee Vittum does not support the retroactive impact fee.

MAYOR PRO TEM HARRELL MOVED, TRUSTEE SUS SECONDED to approve Ordinance No. 729-21 – An Ordinance Amending Chapter 13 of the Bennett Municipal Code Regarding Initiation of Water Service and Water Service Agreements. The voting was as follows:

YES: Sus, Harrell, Pindell, Smith

NO: Vittum, Oakley

Mayor Royce D. Pindell declared the motion passes 4 to 2.

#### 4. Dynamic Braking System

##### **Ordinance No. 730-21 – An Ordinance Amending Chapter 10 of the Bennett Municipal Code to Prohibit the use of Dynamic Braking Devices in the Town of Bennett**

Trish Stiles, Town Administrator, reported to the Board of Trustees, staff and Board members have received noise complaints about trucks using dynamic braking devices in Town limits. A dynamic braking device is a device used primarily by large trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes. They are sometimes referred to as Jake Brakes although that term is a trademark of the Jacobs Vehicle Systems, which is just one manufacturer of these types of devices.

Currently, the Model Traffic Code (Section 225) requires commercial vehicles equipped with engine compression brake devices to have a proper muffler. The Town has adopted the Model Traffic Code and a violation of Section 225 is currently treated as a non-criminal traffic infraction under the Town Code. As such, one option for regulating engine brake noise would be to increase education and enforcement efforts on this requirement under the Model Traffic Code. The Board should also consider whether it wants to amend the Town Code to make it a criminal offense to violate Section 225.

Mayor Royce D. Pindell explained to the Trustees if the ordinance passes the enforcement is a three step process:

1. Passage of the ordinance
2. Sign will be installed
3. Adams County Sheriff Department would enforce the ordinance

Melinda Culley, Town Attorney, reported to the Trustees other municipalities have written similar ordinances.

TRUSTEE OAKLEY MOVED, TRUSTEE VITTUM SECONDED to approve Ordinance No. 730-21 – An Ordinance Amending Chapter 10 of the Bennett Municipal Code to Prohibit the use of Dynamic Braking Devices in the Town of Bennett. The voting was as follows:

YES: Vittum, Harrell, Oakley, Pindell, Smith, Sus

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

## 5. Muegge House Phase II

Taeler Houlberg, Assistant to the Town Administrator, reported to the Board of Trustees, in 2018, the Town received a \$13,000 grant from the State Historical Fund for a Historical Structure Assessment of the Muegge House.

The assessment report was compiled by Scheuber & Darden Architects. This team performed field inspections, measured the building, and assessed and photographed the exterior, interior and site conditions to identify deficiencies. The final report also included preliminary recommendations with specific treatment options intended to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

In 2019, the Town received a grant for \$350,000 from Adams County Open Space to rehabilitate the Muegge House into a living museum. This grant award has provided the Town with secured funding to improve the Muegge House structure, exterior and interior.

In January 2021, the Board of Trustees approved a not to exceed contract for \$150,000 with Davis Construction for Phase I of the Muegge House restoration.

The goal of Phase I was two-fold. First, it was to perform the assessment to adequately identify all of the hidden challenges in the house, which the report may not have taken into account. Second, it was to incrementally and as efficiently as possible, work through the needed repairs and restoration construction.

Phase I was a resounding success. Upon initial demolition, Staff discovered the “bones” of the house were in much better shape than was expected. This allowed a substantial amount of new work to be completed, and more was done than what was initially expected. The following items were completed in Phase I:

- Foundational assessment, engineering and restoration construction
- Demolition of porch and framing of new porch
- Exterior framing assessment and restoration construction
- Exterior casement windows installation
- New exterior doors

Closing out Phase I with this level of progress sets the Town up nicely for a successful Phase II of restoration. Phase I consisted of mostly exterior work; Phase II will complete the minor exterior

items left a Guided by what the Town accomplished in Phase I, Staff are now looking to Phase II. Like Phase I, the scope of work for Phase II will be based on a time and materials budget allotment, totaling an additional \$150,000. The items for the Phase II scope of work are as follows:

- Remainder of Siding & Trim
- Decking installation
- Paint, gutters and roofing
- Concrete walks and pads
- Interior assessment and reconstruction (electrical, plumbing, etc.)

In Phase II of this project, Staff expects to start remodeling the interior of the Muegge House in the main areas of the first floor. Those areas include the main living area, main dining area, kitchen and back living area. No work is schedule to take place upstairs during this phase.

Additional interior work to be done includes removal of pine paneling, drywall, electrical and plumbing assessments, repair and installation, flooring and painting. Once the Phase II scope or work is completed, Staff will begin preparations for Phase III of restoration, performing the same assessment to see what others items can be restored with the remaining funding.

Staff recommends that the Board approve a not to exceed construction contract to Davis Construction for \$150,000 for the Muegge House Restoration Phase II.

Upon issuance of this contract, Davis Construction will work through this budget allotment. Throughout Phase II and upon exhaustion of this budget, the Town will assess progress and determine final programming. These findings will be presented to the Board for the recommendation of further funding releases for Davis Construction or a possible new contract for a specialty remediation contractor if the need should arise.

TRUSTEE OAKLEY MOVED, TRUSTEE VITTUM SECONDED to I move to approve a not to exceed construction contract to Davis Construction for \$150,000 for the Muegge House Restoration Phase II. The voting was as follows:

- YES: Vittum, Harrell, Oakley, Pindell, Smith, Sus
- NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

**6. Bennett Regional Parks and Open Space (BRPOS) Trail and Upper Pond Request for Proposal (RFP)**

Robin Price, Public Works Director, reported to the Trustees, the project site for RFP 21-004 is at the Bennett Regional Park and Open Space (BRPOS) property, formerly the Antelope Hills Golf Course, located within the Antelope Hills residential subdivision.

Through a series of grants, the Town has received funding support to go towards the improvement of approximately 110, 300 square feet of open space trail at BRPOS. For this reason, Staff published

RFP 21-004 that solicited bids for trail construction. The trail construction is laid out in accordance with the information shown on the accompanying construction plan set for this project.

The project at BRPOS also includes the repurposing of the Upper Pond. Construction for this project item includes fill and grading, connection of water pipes to the pond and refreshing materials of existing trails.

RFP 21-004 was published on June 21, 2021, and bids were due by July 6, 2021, at 4:00 p.m.

The Town received the following qualified response:

- **Kuhn Construction, Inc.:** The contractor outlined a construction plan that followed the BRPOS Property Project Site Plan and Typical Sections dated June 21, 2021, by Terramax, Inc.
  - Proposed cost for services: **\$259,960.50**

Staff received one response to the RFP from Kuhn Construction, Inc. This company has performed numerous projects throughout the Town including the initial 2016 BRPOS trail system. After receiving the submittal, Staff reviewed and investigated the initial proposal for \$259,960.50.

The proposal provided all items necessary to complete the project while also providing competitive pricing that was under budget for what is committed to the project in the 2021 Town of Bennett Budget. For this reason, and understanding that funding committed to a specific grant project must be allocated to that project, Staff contacted Kuhn Construction to have the company submit a revised bid that quoted an additional 4,730 linear feet of trails to the original RFP bid. This would allow the Town to do more trail work at BRPOS than was originally expected with the funding that was received from the BRPOS Trails Expansion Grant Award. Below is a comparison of the original and revised bids from Kuhn Construction.

Company	Bid
<b>Kuhn Construction, Inc. Original Bid</b>	\$259,960.50
<b>Kuhn Construction, Inc. Revised Bid</b>	\$348,796.95

In total, funding for the project will come from four designated areas in the 2021 Budget that are earmarked specifically for work at BRPOS. The four designated budget areas are:

- BRPOS Trails Maintenance
- BRPOS Trails Expansion Grant Award
- BRPOS Upper Pond Repurposing
- BRPOS Lower Pond- Fishing Amenity Grant

Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with **Kuhn Construction Inc.** in an amount not to exceed **\$348,796.95** for the BRPOS Trail Construction and Upper Pond Repurposing project.

TRUSTEE VITTUM MOVED, MAYOR PRO TEM HARRELL SECONDED to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Kuhn Construction Inc. in an amount not to exceed \$348,796.95 for the BRPOS Trail Construction and Upper Pond Repurposing project. The voting was as follows:

YES: Oakley, Pindell, Smith, Sus, Vittum, Harrell

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

## 7. Board of Trustees Vacancy

Trish Stiles, Town Administrator, reported to the Board of Trustees, Trustee Rich Pulliam tendered his resignation during the June 22<sup>nd</sup>, 2021 regular board meeting. As a result of the resignation there is a vacant seat on the Board of Trustees. Ms. Stiles advised the Trustees of a couple of options to fill the Trustee position.

- A special election can be called within 60 days of the date of resignation
- An appointment can be made by the Board of Trustees; should the seat be appointed by the Trustees the term for the vacant seat would be up for election or re-appointment during the elections on April 5<sup>th</sup>, 2022. Three positions will be up for election resulting in a four-year term.

The Trustees provided staff direction to move forward with new applications. A special election can cost upwards of \$10,000.

Staff is prepared to publish the vacancy in the local newspaper as well as through the Town's social media platforms.

Melinda Culley, Town Attorney, reported to the Trustees Colorado State Statute requires the Board to take action within 60 days by either appointment or special election the Board would be required to order an election to be held as soon as possible. Ms. Culley also explained that any resident who is interested in the vacant must be a resident of the Town of Bennett for 12 months/one year.

## 8. TOWN ADMINISTRATOR REPORT

### Town Administrator

Trish Stiles, Town Administrator reported on the following:

- Ms. Stiles is attending the Riverdale Regional Park Dinner scheduled for July 21, 2021.
- State of the Town is July 23, 2021 at the Bennett Community Center. Practice run is scheduled for Thursday July 22, 2021. State of the Town starts at 11:00 a.m.
- Steve King, DOLA's Best and Brightest joined the Town as an intern on July 6<sup>th</sup>, 2021. Staff is excited to have him as part of the team.
- Staff celebrated today with accomplishments they have made during 2021. 1,355 tasks are logged in Smartsheet with 42% of those tasks completed.

**9. TRUSTEE COMMENTS AND COMMITTEE REPORTS**

**Donna Sus**

Trustee Sus reported on the following;

- Reached out to a local church to assist with a resident who is in poor health and unable to perform yard work such as pulling weeds. The church assisted the resident as a community service project. Trustee Sus would like to tap into additional resources to help residents who may require assistance with yard work.

**Darvin Harrell**

Mayor Pro Tem Harrell reported on the following;

- Will not be in attendance at State of the Town due to scheduling conflicts
- Attending the Arapahoe County Fair
- Inquired about the Community Service Officers interview status

**Whitney Oakley**

Trustee Oakley reported on the following;

- Has noticed the Adams County Sheriff has not been as active and visible in the Town lately

**Royce D. Pindell**

Mayor Royce D. Pindell reported on the following;

- Will be out of Town during the next Board of Trustees meeting on July 27, 2021
- Did not attend the latest Arapahoe County meeting
- Metro Mayors Caucus is requesting my signature on a request from Congress for helping with homeless veterans Mayor Pindell will support the bill
- Thank staff for all their hard work. Public Works is doing a fantastic job
- Appreciates the patriotic flag banners installed around town

**10. ADJOURNMENT**

MAYOR PRO TEM HARRELL MOVED, TRUSTEE SMITH SECONDED to adjourn the meeting. The meeting was adjourned at 9:15 p.m. Voting was as follows:

YES: Pindell, Smith, Sus, Vittum, Harrell, Oakley  
 NO: None

The Mayor declared the motion carried by unanimous vote.

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Royce D. Pindell, Mayor

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Christina Hart, Town Clerk



July 6, 2021

Danette Ruvalcaba  
Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Dear Danette,

Arapahoe County Open Spaces is pleased to inform you that Bennett's recent Standard Grant application for Kiowa Bennett Road Trail Extension has been approved for funding in the amount of \$187,500.

All grant awards are subject to the execution of an Intergovernmental Agreement (IGA) between the County and grantee. Please return the following documents via email to [sbottoms@arapahoegov.com](mailto:sbottoms@arapahoegov.com). Alternatively, you may mail original documents to my attention at Arapahoe County Open Spaces, 6934 S. Lima Street, Suite A, Centennial, CO 80112.

- A signed and attested copy of the IGA (please do not date the IGA)
- A completed ACH Funds Transfer form

IGAs must be executed by all parties within 60 days of this award notification. The project start date will be the date that the IGA is fully executed by the County. No grant funds may be expended before this date.

Please notify me if any information in the IGA needs to be corrected.

Please have the appropriate authority sign the IGA and have one individual attest. A digital copy of the fully executed IGA with Exhibit A will be returned to you for your records.

Congratulations on your grant award! Please don't hesitate to reach out to me if you have questions.

Sincerely,

Sandy Bottoms  
Grant Program Administrator  
303-921-5041  
[sbottoms@arapahoegov.com](mailto:sbottoms@arapahoegov.com)

**INTERGOVERNMENTAL AGREEMENT REGARDING  
2021 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
PROJECT NAME: KIOWA BENNETT ROAD TRAIL EXTENSION**

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This Intergovernmental Agreement (“Agreement”), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the “County”) and the **TOWN OF BENNETT**, a municipality and political subdivision of the State of Colorado (the “Grantee”) (collectively, “Parties” and individually a “Party”).

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (Open Space Resolution); and

WHEREAS, the Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth therein; and

WHEREAS, on July 6, 2021 the County approved the Grantee’s Grant Proposal for the Kiowa Bennett Road Trail Extension ("Grant Project"), which is attached hereto and incorporated by reference herein as Exhibit A, subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Amount of Grant. The County hereby awards Grantee an amount not to exceed **\$187,500** ("Grant Funds") for the Grant Project from the Arapahoe County Open Space Fund.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as described in Exhibit A.
3. Disbursement of Grant Funds. Subsequent to execution of this Agreement, the Grant Funds shall be paid via ACH transfer on a reimbursement basis upon receipt of the approved status report and documentation of expenditures as outlined in Paragraph 10 below and no more often than bi-annually. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of grant funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables.
4. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 60 days of the award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended by no later than

two years from the date of this fully executed Agreement, unless a longer period of time is otherwise agreed to by the County in writing. The Grantee understands and agrees that if the Grant Project cannot be completed by the end of the agreed upon time period the County may require that the Grant Funds be refunded to the County Open Space Grant Fund, be re-distributed to another agency and/or be used for another viable and timely grant project.

5. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project as set forth in Exhibit A.
6. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project, nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the awarded Grant Funds. Grantee also agrees to comply with all local, state and federal requirements while completing the Project unless specifically waived.
7. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
8. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, on-site construction signage, news releases and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regards to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes. Event information, event materials and press release information related to the Grant Project must be sent to the County Grants Program Administrator for review and filing.
9. Required Sign at Project Site. The County agrees to provide a standard sign for each grant project. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the Grant from the Arapahoe County Open Space Program. If the Grantee wishes to use their own sign and design, the Grantee must submit the sign location, design, and wording to the County Grants Program Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.
10. Report Requirements. On or before **January 31<sup>st</sup> and July 31<sup>st</sup> annually**, the Grantee agrees to provide the County with Grant Project Progress Reports that conform to the format provided by the County. Each Grant Project Progress Report shall include supporting financial documentation as requested in the form

provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County; a final spreadsheet comparing the original budget to actual expenses that certifies Grant Funds used in compliance with the Open Space Resolution; supporting financial documentation as requested in the County report form; and high resolution photographs of the progress and finished results of the Grant Project. The Grantee further agrees to provide the County with digital copies of said photographs, delivered as separate high resolution jpeg images. The Final Report shall be submitted within three (3) months of Grant Project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.

11. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Program Administrator, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Grants Program Administrator within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement *pursuant to Paragraph 15, below.*
12. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years from the project completion date.
13. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Proposed changes must be formally requested using the applicable Grant Project Modification Form provided by the County. Changes may not begin until the County has issued an approval, which may also require the execution of an amendment to this Agreement.
14. Maintenance. Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by the Grant Funds.
15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands and agrees that the County may require the Grantee to reimburse the County if any portion of the Grant Funds are not used in accordance with its approved Grant Proposal and this Agreement. Failure to comply with the terms of this Agreement shall result in default and the Grantee shall be ineligible for any future Grant Funds until the violation is remedied or after such other time period as determined by the County.

16. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
17. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
18. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
19. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
20. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
21. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
22. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
23. Notices. Notices, as referred to in this Agreement, shall be sent to:

**COUNTY:** Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136

and

Arapahoe County Open Space Grants Program Administrator  
6934 S Lima St, Unit A  
Centennial, Colorado 80112

and

**GRANTEE:**

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
27. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
28. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

GRANTEE:

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
Title

ATTEST:

COUNTY OF ARAPAHOE  
STATE OF COLORADO

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Shannon Carter, Director, Intergovernmental  
Relations and Open Spaces  
Pursuant to Resolution No. 21-062

# EXHIBIT A

Danette Ruvalcaba

Town of Bennett

## Kiowa Bennett Road Trail Extension

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*2021 Standard and Small Grant Application*

### *Town of Bennett*

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Mrs. Rachel Summers

### *Mrs Danette Ruvalcaba*

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207 Muegge Way  
Bennett, CO 80102

druvalcaba@bennett.co.us  
O: 303-644-3249

# Application Form

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## *Application Summary*

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### Primary Contact Information\*

Please provide information for the primary contact for this project in the following format.

Agency:

Name:

Title:

Telephone:

Email:

Town of Bennett  
Danette Ruvalcaba  
Director of Finance  
303-644-3249 x1021

### Grant Category\*

Select One:

- **Standard Grant:** \$100,001 - \$500,000, requiring a minimum of 25% total project cost cash match
- **Small Grant:** \$1,000 - \$100,000, requiring a minimum of 10% total project cost cash match

Standard Grant

### Project Type\*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking or shelters)
- **Site Improvement Project:** New construction, improvement, repair, or replacement of outdoor recreation facilities or amenities (such as playgrounds, shelters, sports fields, restrooms, or interior trail connections)
- **Environmental/Cultural Education Project:** Eligible projects include outreach materials (such as printed materials, video, or displays), installations (such as signage), or associated outdoor amenities (such as shelters or native landscaping)
- **Acquisition Project:** Eligible projects include fee simple acquisition of land for public open space, parks, or trails; or acquisition of a trail or conservation easement. *Additional application materials are required.*
- **Other Project:** Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Trail Project

### Project Title\*

Kiowa Bennett Road Trail Extension

**Project Address\***

Kiowa Bennett Road and 6th Avenue

**Project Location\***

Select a Jurisdiction or Unincorporated Arapahoe County:

Bennett

**GPS Coordinates (Latitude in Decimal Degrees)\***

Example: Dove Valley Regional Park

Latitude: 39.577303

39.728152

**GPS Coordinates (Longitude in Decimal Degrees)\***

Example: Dove Valley Regional Park

Longitude: -104.828850

-104.414891

**Grant Request Amount\***

\$187,500.00

**Cash Match Amount\***

\$62,500.00

**Total Project Amount\***

Total project amount includes grant request and cash match only. Please do not include in-kind match.

\$250,000.00

**Cash Match Percentage\***

Calculate cash match as % of total project cost.

25

## Project Partners

List partner agencies if applicable.

## Executive Summary\*

Highlight key points of your proposal, such as project description, goals, need, partnerships, deliverables, etc.

This project is to create an extension from the existing asphalt trail to 6th Avenue. In addition, some of the existing asphalt trail will be replaced to allow for the new set back location of the future permanent trail. Furthermore, the project will construct an ADA accessible road crossing at 6th Ave to a future underpass on the north side. The future under pass will allow users to cross Kiowa Bennett Road into the Arapahoe County Open Space.

This trail comes from the Bennett Regional Park and Open Space through the Town Antelope Hills Subdivision, then North onto Kiowa Bennett Road. Currently the trail is temporary asphalt and dead ends prior to reaching 6th Ave. Once this extension project, the underpass project, and the Arapahoe County Open Space trails are complete, it is the Town's intention to connect to the Arapahoe County Open Space trails on the west side of the open space. This trail construction will allow the Town to create an I-70 crossing to connect the Town's Arapahoe County trails to their Adams County trails. In addition the Adams County trails will lead to another open space located in Adams County.

The project will include approximately 3,000 feet of new 8' wide concrete trail, with oversized landing pads on each side of 6th Ave, ADA ramps, and a pedestrian crossing on 6th Ave. The permanent location of the full trail will be set back further from Kiowa Bennett Road for additional user safety. In order to connect the existing trail to the new trail in its set back location some of the asphalt trail will also be replaced to accommodate a usable layout while the Town secures funding to replace the remainder of the trail.

## *Minimum Qualifications and Eligibility*

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### Question 1\*

**Is the applicant in good standing with Arapahoe County Open Spaces? Please list your agency's ongoing Arapahoe County Open Spaces grant projects.**

Yes we are in good standing.

Bennett Regional Park and Open Space Fishing Pond  
Kiowa Bennett Road Pedestrian Underpass Joint Project

### Question 2\*

**How does this project align with the Arapahoe County Open Space Master Plan, Arapahoe County Bicycle and Pedestrian Master Plan, an agency master plan, or other approved planning documents?**

This project aligns with the Arapahoe County Open Space Master Plan goals to create quality of life in "The County of Choice" by improving neighborhood parks and allowing the community to have a place to congregate and enjoy being outside. It also supports the County's and the Town of Bennett's goals of providing healthy living amenities that will have substantial regional impact.

Furthermore, this project supports the guidelines laid out in the 2019 update to the Town's Parks, Trails, and Open Space Master Plan where residents confirmed their desire to prioritize a connection to the outdoors and a community that supports active living.

### Question 3\*

**Describe how this project addresses specific objectives in the Arapahoe County Open Space Resolution #030381/#110637.** *The resolution is available on the Open Space website.*

This project addresses many specific objectives outlined in the Arapahoe County Open Space Resolutions. It will improve upon already existing open space and trails.

### Certification and Authorized Signature Form\*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Required forms are available on the Open Space website.*

Please name your file as follows: *Applicant\_SignatureForm.pdf*

Application\_CetificationandAuthorizaiton.pdf

## Project Timeline

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### Project Timeline Form\*

Please attach completed Project Timeline Form as a PDF document. *Required forms are available on the Open Space website.*

Please name your file as follows: *Applicant\_TimelineForm.pdf*

Applicant\_TimelineForm.pdf

## Project Budget

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### Budget Narrative\*

**Provide a clear and concise budget narrative. Include details about expenses in each budget category, justification for any unusual line items, and an explanation of how you arrived at these estimates. Include amount and sources of matching funds.**

The budget for this project is \$250,000. This includes a \$62,500 cash match from the Town Public Facilities Impact Fee fund, and a \$187,500 Arapahoe County Open Space Grant.

Engineering-\$10,000

Grading and Site Work for the new set back trail location estimated from similar grading invoices-\$15,000

ADA Compliant Road Crossing/Estimated form other road crossing projects-\$25,000  
 Concrete Trail installation estimated from an estimate to replace the existing trail-\$200,000

## Budget Forms\*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Required forms are available on the Open Space website.*

Please name your file as follows: *Applicant\_BudgetForms.pdf*

Applicant\_BudgetForm.pdf

## Project Narrative

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### Question 1\*

**Describe the project goals, scope, expected results, and deliverables. Describe project elements, including useful life. Discuss the current condition of the project site and what improvements are proposed. Discuss how this project improves access to the outdoors, connectivity, and/or educational opportunities.**

The goal of this projects is to create a safe and permanent trail connection that will allow users to go from the Bennett Regional Park and Open Space to the Arapahoe County Open Space and into the Adams County trial system in the future.

It is estimated that the new concrete trail and ADA compliant road crossing will have a useful life of 30 years.

Currently there is an approximately 1 mile temporary asphalt trail that is not comfortably set back from busy Kiowa Bennett Road and comes to a dead end dead ends. By improving the surfacing, the size and location and destination of this trail the Town will be able to create a more connected trail system for Bennet and Arapahoe County residents.

### Question 2\*

**Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, sports leagues, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate?**

*Include up to five community support letters in the Attachments section.*

The proposed trail connection project would be a free and public amenity which will support access to this recreational opportunity for all residents, despite income level, age, and background. It will be fully ADA accessible which will allow access for our aging and disabled populations to enjoy the outdoors and recreational opportunities despite limited mobility.

This project will have regional impact. Due to the amenities that will be available in both the Bennett Regional Open Space and the Arapahoe County Open Space the trail will be well used as it will be easy and relatively short walk to go from open space to the other for any resident of the Eastern I-70 Corridor that does not want to have a long commute to enjoy nature and outdoor amenities. By looking at the nearest

population counts, including those in Bennett, Strasburg, Byers, Watkins, and Deer Trail, we estimate that this project will provide a recreational opportunity for nearly 7,500 rural Coloradans.

### Question 3\*

**Discuss the need and urgency for this project. Was the project prioritized in a master plan or other planning document? Is this part of a multiphased project? What opportunities will be lost if this project is not funded now?**

This project is urgent. The construction of the under pass will begin in the next year and there is currently not trail that will connect to the under pass. In addition, there is currently no road crossing at 6th Ave. If this connection is not completed both the trail from the Kiowa Bennett Open Space and the Kiowa Bennett Road Underpass will lose their functionality.

### Question 4\*

**Summarize any planning completed prior to submitting this grant proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits or approvals that need to be obtained (county or city planning, stormwater, federal 404 permit, etc.) and their status.**

*If applicable, include eligible planning costs in the match section of the Detailed Expense Budget Form (costs must be incurred within 90 days of application submission and pre-approved by grants program staff) and include proof of any such expense in the Attachments section.*

Our Town Engineer has completed initial planning for the crossing as part of the Kiowa Bennett Road under pass project. A full engineering design is needed.

### Question 5\*

**Describe how the project will be completed within the required two year timeframe. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.**

The Town recently completed a similar project in Adams County on our Highway 79 Trail where we converted approximately 1 mile of temporary asphalt trail to concrete trail. We were able to complete this project within a 1 year time frame.

### Question 6\*

**Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. Evidence of a transparent public process will be required. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed.**

*If applicable, include letters, petitions, or other documents evidencing opposition in the Attachments section.*

In spring 2019, the Town of Bennett updated our Parks, Trails, and Open Space Master Plan. This document not only establishes a vision for the Town over the next 10 years for future parks, open spaces, and trail connections throughout the community but also allowed us to connect with the community about what they wanted to see most from their recreational spaces.

A public engagement meeting was held in March 2019 at the Town of Bennett Town Hall and members of the community were invited to give feedback on numerous topics related to the future growth of the Town. The project team leading the development of the Parks, Trails, and Open Space Master Plan used this event as an opportunity to gain public insight into future parks, trails, and open space plans. One important thing

Town staff learned during the engagement process is that Bennett residents are excited about increasing recreational opportunities. They want to create a town that prioritizes a connection to the outdoors and supports an active lifestyle.

Currently the Town of Bennett has not seen or received any letters petitions, news articles, or documents that suggest an opposition to the project.

### Question 7\*

**How much of your planned cash match is secured? If applicable, what are your plans for securing additional funds? Describe cash and in-kind match partnerships established for this project.**

*Include partner support letters in the Attachments section and include cash match from partners on the Budget Forms. Grant recipients are responsible for project cost overruns.*

Our match was appropriated in our 2021 budget.

### Question 8\*

**Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (habitat, water, wildlife, vegetation, etc.) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).**

There are no know scenic, historic, or cultural values associated with the project nor are there and natural resources that will be impacted as this is a small extension to an existing trail. However, the Town is committed to address any of these issues that may arise.

### Question 9\*

**Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.**

*Provide supporting documentation showing ownership, legal access, and/or permission from landowner in the Attachments section.*

The new location of the set back trail was dedicated in 2019.

### Question 10\*

**Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the project site, and explain how maintaining the site will affect your agency's budget.**

This is a small extension to an existing trail so a maintenance program is already funded and in place. The Town will continue to monitor the maintenance program for additionally funding or resource allocation needed.

### Question 11\*

**Describe how this project will address inclusivity per Americans with Disabilities Act guidelines.**

This project will include a wider concrete trail and ADA crossing that will improve the ADA accessibility in place.

### Question 12\*

**If successful in obtaining this grant, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc.**

We will place signage near the 6th Avenue crossing. In addition if this project is mentioned as a completed project for the Town in the Budget Message and our State of the Town address we will indicate that the project was partially funded through the open space. Lastly, once the underpass is constructed and at a time that the Arapahoe County Open Space is ready for pedestrians we can hold a joint event to highlight the partnership.

## Attachments

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### Attachment 1: Evidence of Support from Highest Authority\*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document must include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. *A sample resolution is available on the Open Space website.*

Please name your file as follows: *Applicant\_SupportHighestAuthority.pdf*

Applicant\_SupportHighestAuthority.pdf

### Attachment 2: Evidence of Community Support\*

Please attach up to 5 letters of support from users, working groups, community members, volunteers, schools, etc. as a single PDF document. Letters should be specific to the project and dated within the last 6 months.

Please name your file as follows: *Applicant\_CommunitySupport.pdf*

Applicant\_LetterofSupport.pdf

### Attachment 3: Documentation of Opposition\*

Please attach documentation of opposition to the project (such as letters, petitions, articles, etc.) as a single PDF document. If there is no known opposition, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant\_Opposition.pdf*

Applicant\_Opposition.pdf

#### **Attachment 4: Evidence of Commitment from Project Partners\***

Please attach evidence of commitment from project partners (such as partner support letters, commitment to provide cash/in-kind match, or maintenance agreements) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant\_PartnerCommitments.pdf*

Applicant\_PartnershipCommitment.pdf

#### **Attachment 5: Primary Project Photo\***

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: *Applicant\_PrimaryPhoto.jpg*

Applicant\_PrimaryPhoto.jpg

#### **Attachment 6: Photos\***

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: *Applicant\_Photos.pdf*

Applicant\_Photos.pdf

#### **Attachment 7: Maps\***

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: *Applicant\_Maps.pdf*

Applicant\_Map.pdf

#### **Attachment 8: Site Visit Form\***

Please attach a completed site visit form as a PDF document. *Required forms are available on the Open Space website.*

Please name your file as follows: *Applicant\_SiteVisitForm.pdf*

Applicant\_SiteVisitForm.pdf

### **Attachment 9: Evidence of Property Ownership/Access\***

Please attach evidence of property ownership/legal access (legal documentation, ArapaMAP, etc.) as a PDF document.

Please name your file as follows: *Applicant\_EvidenceofOwnership.pdf*

*Applicant\_ProofofOwnership.pdf*

### **Attachment 10: Other Attachments**

Please attach additional supporting documentation (news articles, cost estimates, etc.) as a single PDF document.

Please name your file as follows: *Applicant\_OtherAttachments.pdf*

## ***Confirmation***

---

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.\*

I agree

## File Attachment Summary

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### *Applicant File Uploads*

- Application\_CetificationandAuthorizaiton.pdf
- Applicant\_TimelineForm.pdf
- Applicant\_BudgetForm.pdf
- Applicant\_SupportHighestAuthority.pdf
- Applicant\_LetterofSupport.pdf
- Applicant\_Opposition.pdf
- Applicant\_PartnershipCommitment.pdf
- Applicant\_PrimaryPhoto.jpg
- Applicant\_Photos.pdf
- Applicant\_Map.pdf
- Applicant\_SiteVisitForm.pdf
- Applicant\_ProofofOwnership.pdf

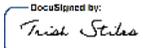


### Certification and Authorized Signature Form

Please use this form for the 2021 Arapahoe County Open Spaces grant application.

By signing this form, I certify that:

- The information included in this application is true to the best of my knowledge.
- If funded, the applicant commits to completing the proposed project.
- If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.
- If funded, the completed project will be open to the public or will otherwise serve a public purpose.
- If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.
- I am authorized to sign on behalf of the applicant.

DocuSigned by:  
  
A779CF9787384F3

2021 April 16 | 11:14 AM MDT

Authorized Signature (highest authority in agency or authorized individual)

Date

Trish Stiles, Town Administrator

Printed Name and Title

Kiowa Bennett Road Trail Extension

Grant Project or Joint Project Name



**2021 Open Space Grants - Project Timeline Form**

Use the sample timeline below as a guide to complete your proposed project timeline. Rows or columns may be added as necessary to include any milestones specific to your project. Timeline must be detailed, realistic, and coincide with details provided in the narrative portion of the grant application. Timeline must conclude within two years of project start date.

Task	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jul 2022
Grant Award Notification											
IGA Executed (Project Start Date)											
Solicitation of Vendors											
Project Bid Award(s)											
Ground/Site Prep											
Construction											
Final Report											





**OFFICIAL LETTER SUPPORTING THE GRANT APPLICATION FOR THE OPEN SPACE GRANTS FROM ARAPAHOE COUNTY OPEN SPACE FOR THE EXTENSION OF THE KIOWA BENNETT TRAIL.**

**WHEREAS**, the Town of Bennett has set priorities in its 2019 Parks, Trails, and Open Space Master Plan to develop new facilities which are complementary to the Town’s existing parks, trails, and open space system and to improve access to recreational facilities through the development of pedestrian pathways and trails, and

**WHEREAS**, the Town of Bennett hopes that the continued build out of this trail and trail connection to the underpass and Arapahoe County Open Space, will enhance connectivity to the Town and the two Counties and provide further trails connection for recreational use, and

**WHEREAS**, the Town of Bennett is requesting \$187,500 from the Arapahoe county Open Space for the Construction of the Kiowa Bennett Road Trail Extension Grant Project, and

**WHEREAS**, the Board of Trustees of the Town of Bennett acknowledges that the grant applications include matching funds in the amount of \$62,500 which the Board of Trustees is solely responsible to provide if a grant is awarded, and

**WHEREAS**, the Town of Bennett has secured those matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded, and

**WHEREAS**, the Town of Bennett has appropriated within our Parks and Open Space department and authorizes the expenditure of the funds necessary to meet the requirements to maintain the proposed improvements.

If the grant is awarded, the Board of Trustees of the Town of Bennett hereby authorize the Town Administrator to sign the grant agreement an grant reports with Arapahoe County.

Sincerely,

Royce Pindell  
Mayor

To whom It may concern

As a family who enjoys long walks and bike rides, I would like to voice my support for the completion of the Kiowa Bennett Trail. Completing the trail system in the corridor will allow my family to enjoy our favorite pastimes nearer to our home. As it is, when we want to take extended rides and walks, we need to travel somewhere nearer to Denver to utilize their trail systems. I would love to see our area in Arapahoe County continue to improve our outdoor activity infrastructure.

Thank you for your time,

Stephanie Halmes

44166 E Iliff Trail

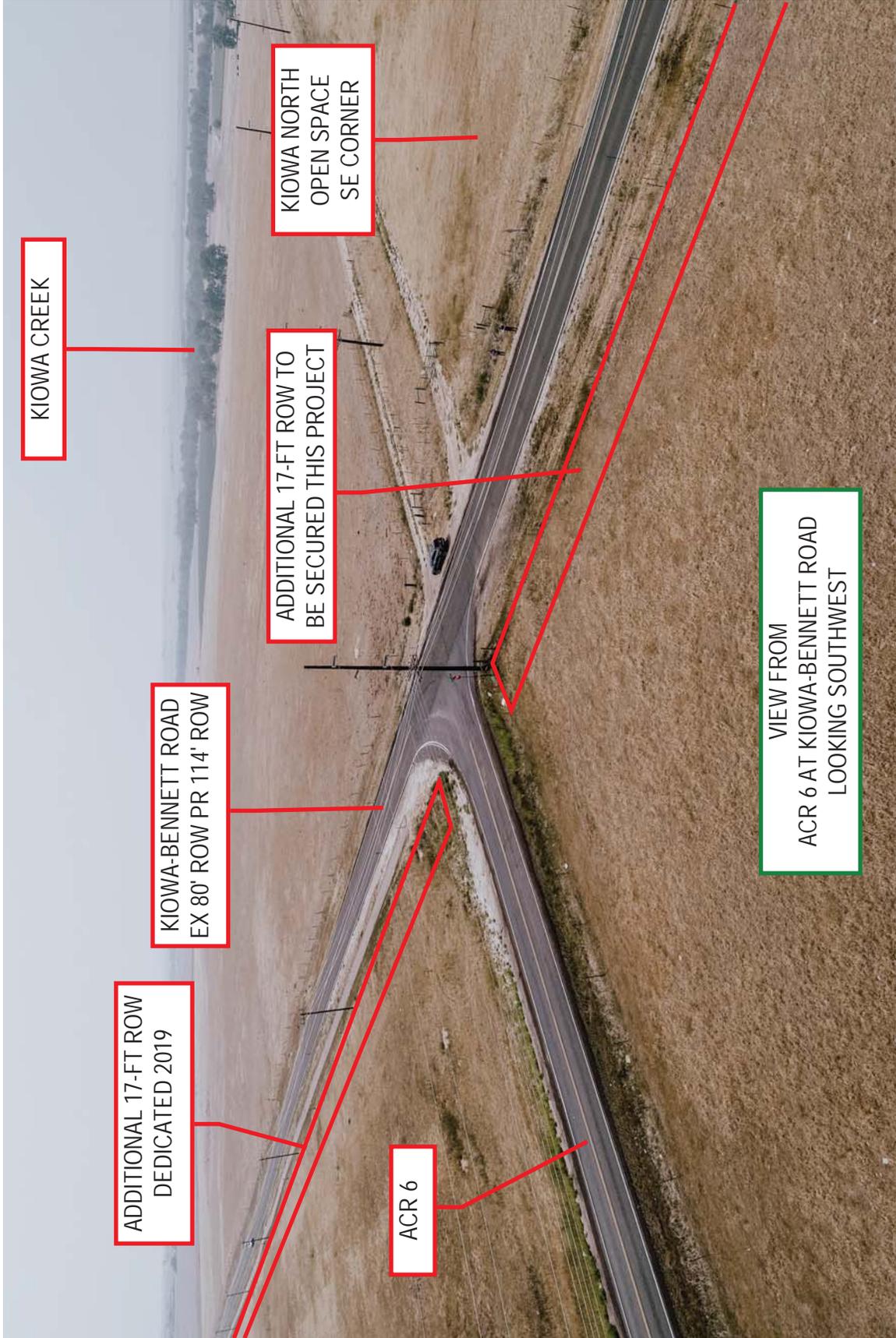
Bennett CO

80102

None.

None.





KIOWA CREEK

KIOWA NORTH  
OPEN SPACE  
SE CORNER

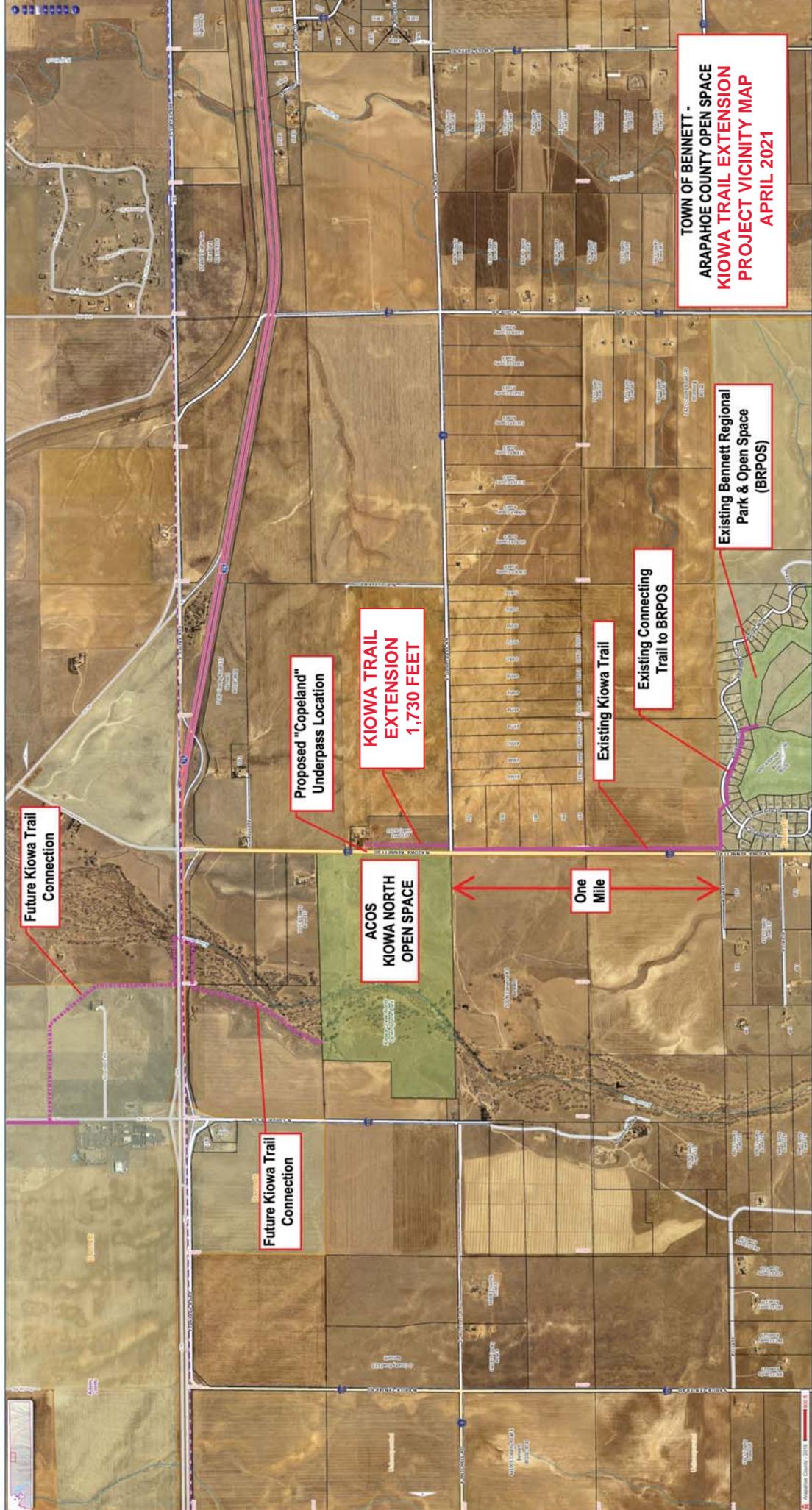
ADDITIONAL 17-FT ROW TO  
BE SECURED THIS PROJECT

KIOWA-BENNETT ROAD  
EX 80' ROW PR 114' ROW

ADDITIONAL 17-FT ROW  
DEDICATED 2019

ACR 6

VIEW FROM  
ACR 6 AT KIOWA-BENNETT ROAD  
LOOKING SOUTHWEST



**TOWN OF BENNETT -  
ARAPAHOE COUNTY OPEN SPACE  
KIOWA TRAIL EXTENSION  
PROJECT VICINITY MAP  
APRIL 2021**

**Existing Bennett Regional  
Park & Open Space  
(BRPOS)**

**KIOWA TRAIL  
EXTENSION  
1,730 FEET**

**Proposed "Copeland"  
Underpass Location**

**Existing Kiowa Trail**

**Existing Connecting  
Trail to BRPOS**

**Future Kiowa Trail  
Connection**

**ACOS  
KIOWA NORTH  
OPEN SPACE**

**One  
Mile**

**Future Kiowa Trail  
Connection**



2021 Open Space Grants - Site Visit Form

Town of Bennett

Standard Grant

---

**Applicant**

---

**Grant Category**

Kiowa Bennett Trail Extension

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**Title of Grant Project**

Danette Ruvalcaba

druvalcaba@bennett.co.us

303-358-1399

---

**Site Visit Representative Name**

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**Site Visit Representative Email and Cell Phone #**

*cell # will be used to contact you on site visit day if necessary (e.g., running late, weather complications, etc.)*

**1. Please provide the project address or the closest major intersection.**

Kiowa Bennett Road and 6th

**2. Specify a meeting location at the project site.**

Kiowa Bennett Road and 6th

**3. Provide other helpful information, for example parking instructions, availability of restrooms on site or nearby, necessary walking from parking to site, or other clarification. *Driving directions from the ACOS office (6934 S. Lima St., Centennial) are not required, but may be included if the site is difficult to find.***

# FINAL PLAT MUEGGE FARMS SUBDIVISION

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 11,  
TOWNSHIP 4 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN  
COUNTY OF ARAPAHOE, STATE OF COLORADO  
SHEET 1 OF 2

PLAT  
12/18/2018 03:07 PM RF: \$23.00 DF: \$0.00  
Arapahoe County Clerk, CO D8123468  
Page: 1 of 2  
Matt Crane, Clerk & Recorder BK: 0539 PG: 0028 - 0029

### STANDARD NOTES:

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER(S) OF THE FINAL PLAT KNOWN MUEGGE FARMS SUBDIVISION, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING

#### STREET MAINTENANCE:

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT/PLAN WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED, AND PROVIDED CONSTRUCTION OF SAID ROADWAYS IS STARTED WITHIN ONE YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

#### EMERGENCY ACCESS:

EMERGENCY ACCESS IS GRANTED HERewith OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

#### DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE:

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.: CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENT, ETC.

#### DRAINAGE LIABILITY:

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY ENGINEERING SERVICE COMPANY. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF ENGINEERING SERVICE COMPANY DRAINAGE DESIGN.

#### LANDSCAPE MAINTENANCE:

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNERS(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

#### SIGHT TRIANGLE NOTE:

SIGHT DISTANCE RESTRICTIONS, CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT ASHTO SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.

#### PUBLIC IMPROVEMENTS NOTE:

AFTER FINAL PLAN/FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO STATE STATUTE.

#### PRIVATE STREET MAINTENANCE:

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE PRIVATE ROADWAYS SHOWN ON THIS PLAT/PLAN ARE NOT IN CONFORMANCE WITH ARAPAHOE COUNTY ROADWAY DESIGN AND CONSTRUCTION STANDARDS AND WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN CONFORMANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE REQUEST FOR DEDICATION. THE OWNERS, DEVELOPERS, AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

#### STREET LIGHTING:

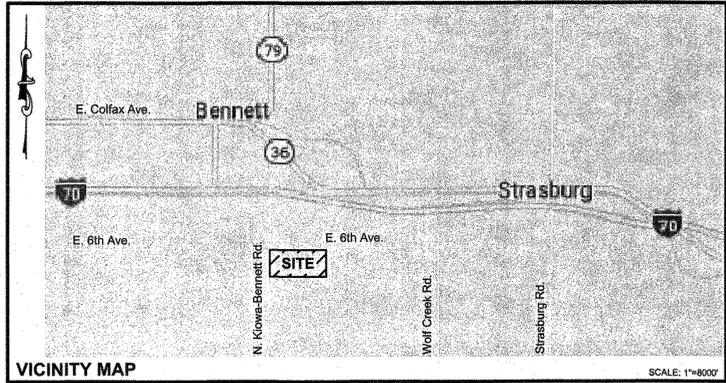
ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAN OR PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAN OR PLAT IN ACCORDING TO APPLICABLE RATES, RULES, AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

#### DRAINAGE:

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

#### PUBLIC USE EASEMENT:

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.



### SHEET INDEX

SHEET	TITLE
1	COVER SHEET
2	PLAT SHEET

**OWNER:**  
MUEGGE FARMS, LLC  
ATTN: DAN WATTS  
2835 SOUTH WILLIAMS STREET  
DENVER, COLORADO 80210  
PHONE: (303) 881-2242

**LAND SURVEYOR:**  
ENGINEERING SERVICE COMPANY  
ATTN: CHARLES N. BECKSTROM, PLS  
14190 EAST EVANS AVENUE  
AURORA, COLORADO 80014  
PHONE: (303) 337-1393

**APPLICANT:**  
MUEGGE FARMS, LLC  
ATTN: DAN WATTS  
2835 SOUTH WILLIAMS STREET  
DENVER, COLORADO 80210  
PHONE: (303) 881-2242

**CIVIL ENGINEER:**  
ENGINEERING SERVICE COMPANY  
ATTN: WEYLAN A. BRYANT, PE  
14190 EAST EVANS AVENUE  
AURORA, COLORADO 80014  
PHONE: (303) 337-1393

### GENERAL NOTES:

- THE TOTAL ACREAGE OF THIS FINAL PLAT IS: 314.1060 ACRES, MORE OR LESS.
- THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO 08006C0280K LAST REVISED DECEMBER 17, 2010. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- BASIS OF BEARING:** BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 11, T.4S., R.63W. OF THE 6TH P.M. BEARING N88°52'08"E BOUND BY THE MONUMENTS SHOWN HEREON PER THE ARAPAHOE COUNTY HORIZONTAL CONTROL NETWORK (COLORADO STATE PLANE, CENTRAL ZONE, NAD 83).
- BENCHMARK:** ARAPAHOE COUNTY BENCHMARK P3-52, 5.6 MILES NORTH OF COUNTY ROAD 30 ON THE WEST SIDE OF COUNTY ROAD 137, TYPE 2 ARAPAHOE COUNTY MONUMENT. ELEVATION=5552.85 FEET (NAVD 1988 DATUM).
- DATE OF SURVEY: NOVEMBER 3, 2016
- NO OFFSET MONUMENTS ARE TO BE SET IN CONJUNCTION WITH THIS PLAT.
- ALL UNITS ARE U.S. SURVEY FEET.
- LEGAL DESCRIPTION PER TITLE COMMITMENT NO. 01330-89885-AMENDMENT NO. C-7 PREPARED BY STEWART TITLE GUARANTY COMPANY WITH AN EFFECTIVE DATE OF OCTOBER 19, 2018, AT 5:30 P.M.
- A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:  
  
**COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, T.4S., R.63W. OF THE 6TH P.M.:**  
THENCE N88°52'08"E ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 40.01 FEET;  
THENCE S00°07'44"W A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING;  
THENCE N88°52'08"E ALONG THE SOUTH R.O.W. LINE OF EAST 6TH AVENUE (COUNTY ROAD 6), A DISTANCE OF 5228.75 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 11;  
THENCE S00°18'29"E ALONG SAID EAST LINE, A DISTANCE OF 2611.83 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 11;  
THENCE S88°51'50"W ALONG THE SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 2644.43 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 11;  
THENCE S88°51'50"W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 11, A DISTANCE OF 2604.27 FEET TO A POINT ON THE EAST R.O.W. LINE OF NORTH KIOWA-BENNETT ROAD (COUNTY ROAD 137);  
THENCE N00°07'44"E ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 2612.66 FEET TO THE POINT OF BEGINNING.

### ADDITIONAL NOTES:

- NON-EXCLUSIVE UTILITY EASEMENTS AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- LOT 10 IS ENCUMBERED BY A 30' PIPELINE & EGRESS EASEMENT (BK 5791-P 229).
- LOTS 10, 14, AND 15 ARE ENCUMBERED WITH ANADARKO E&P ONSHORE LC PLUGGED AND ABANDONED WELLS - GRAPHIC LOCATIONS SHOWN ARE APPROXIMATE, NO SURFACE EVIDENCE VISIBLE.

### NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

**ESC ENGINEERING SERVICE COMPANY**  
14190 East Evans Avenue  
Aurora, Colorado 80014  
engineeringserviceco.com  
P 303.337.1393  
F 303.337.7481  
T/F 1.877.273.0859

Creative Solutions Since 1984  
CIVIL ENGINEERS & LAND SURVEYORS

Survey No: 16236-P Project No: 1076.3 Date: 08/30/2018 Revised: 12/12/2018

### CERTIFICATE OF DEDICATION AND OWNERSHIP:

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, THAT AS OF THE DATE SET FORTH BELOW AND THE DATE OF RECORDING OF THIS DOCUMENT, THE UNDERSIGNED CONSTITUTE ALL OF THE OWNERS OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, THAT THE UNDERSIGNED HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS OF WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT, AND THE LIENS HELD BY OTHER SIGNATORIES TO THIS DOCUMENT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY ARAPAHOE COUNTY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS, THAT MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS AND BEING THE MORTGAGE HOLDER OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, T.4S., R.63W. OF THE 6TH P.M.:**  
THENCE N88°52'08"E ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 40.01 FEET;  
THENCE S00°07'44"W A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING;  
THENCE N88°52'08"E ALONG THE SOUTH R.O.W. LINE OF EAST 6TH AVENUE (COUNTY ROAD 6), A DISTANCE OF 5228.75 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 11;  
THENCE S00°18'29"E ALONG SAID EAST LINE, A DISTANCE OF 2611.83 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 11;  
THENCE S88°51'50"W ALONG THE SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 2644.43 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 11;  
THENCE S88°51'50"W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 11, A DISTANCE OF 2604.27 FEET TO A POINT ON THE EAST R.O.W. LINE OF NORTH KIOWA-BENNETT ROAD (COUNTY ROAD 137);  
THENCE N00°07'44"E ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 2612.66 FEET TO THE POINT OF BEGINNING.

COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL CONTAINS (13,682,459 SQUARE FEET) OR 314.1060 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AND EASEMENTS AS SHOWN ON THIS PLAT, UNDER THE SAME AND STYLE OF MUEGGE FARMS SUBDIVISION AND DO HEREBY DEDICATE AND CONVEY TO ARAPAHOE COUNTY, COLORADO, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO ARAPAHOE COUNTY, COLORADO, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED.

EXECUTED THIS 13<sup>th</sup> DAY OF DECEMBER A.D., 20 18

### OWNER OF RECORD AND MORTGAGE HOLDER:

MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: DAN WATTS, MANAGING MEMBER

STATE OF Colorado } SS  
COUNTY OF Arapahoe }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS 13<sup>th</sup> DAY OF December, 20 18, BY DAN WATTS, AS MANAGING MEMBER OF MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AN AUTHORIZED SIGNATORY.

WITNESS MY HAND AND SEAL

JOHN D. PERRY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134056269  
MY COMMISSION EXPIRES SEPT. 6, 2021

MY COMMISSION EXPIRES: Sept. 9, 2021

NOTARY ID NUMBER: 20134056269

### BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 11<sup>th</sup> DAY OF December, 20 18

CHAIR: JHB

Deputy: JML

### SURVEYING CERTIFICATE:

I, CHARLES N. BECKSTROM, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

CHARLES N. BECKSTROM  
LICENSED LAND SURVEYOR, PLS 33202  
FOR AND ON BEHALF OF  
ENGINEERING SERVICE COMPANY



### RECORDER'S CERTIFICATE:

THIS PLAN OR PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT 3:07 (A.M.) ON THE 18<sup>th</sup> DAY OF December, A.D., 20 18, IN BOOK 539, PAGE 28-29, RECEPTION NO. 8123468

Matt Crane  
COUNTY CLERK AND RECORDER  
Deputy: Patricia Hernandez

539-28 1/2

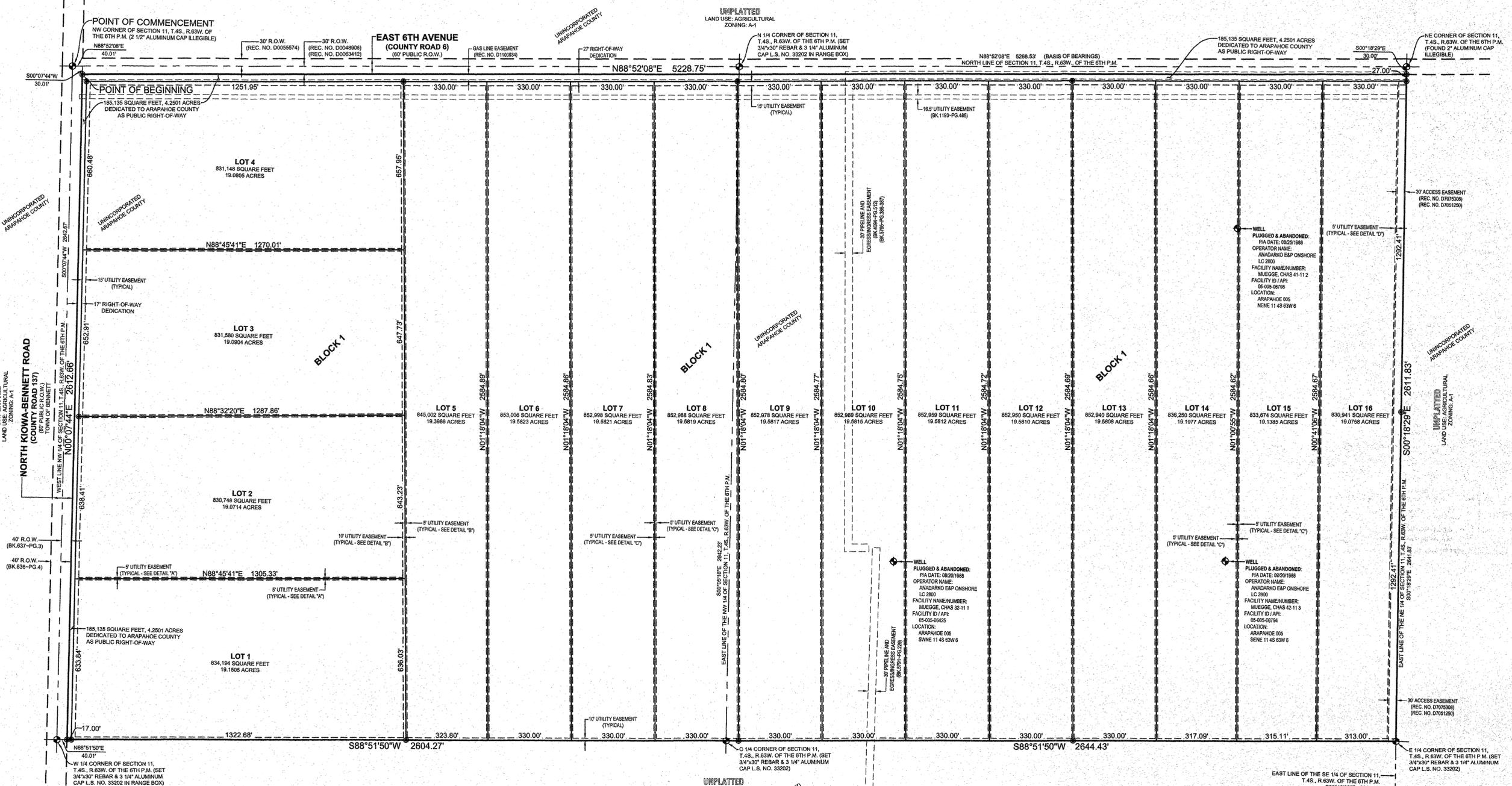
EASEMENT CHART			
EASEMENT TYPE	USE	EASEMENT GRANTED TO	SURFACE MAINTENANCE
UTILITY	DRY UTILITIES	DRY UTILITY PROVIDER	LOT OWNER

EXISTING ZONING / LAND USE TABLE	
A-1	AGRICULTURAL

LAND USE TABLE	
GROSS AND NET ACREAGE	GROSS 314.106 ACRES NET 309.856 ACRES
NUMBER OF LOTS AND TRACTS	16 LOTS
NUMBER OF BUILDABLE LOTS AND ASSOCIATED LAND USE TYPE	16 BUILDABLE RESIDENTIAL LOTS
LOT OWNERSHIP	OWNER OR ASSIGNS
LOT MAINTENANCE	OWNER OR ASSIGNS
SMALLEST LOT (RESIDENTIAL)	19.071 ACRES
LARGEST LOT (RESIDENTIAL)	19.582 ACRES
AVERAGE LOT SIZE (RESIDENTIAL)	19.386 ACRES

**FINAL PLAT**  
**MUEGGE FARMS SUBDIVISION**  
 A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 11,  
 TOWNSHIP 4 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN  
 COUNTY OF ARAPAHOE, STATE OF COLORADO  
 SHEET 2 OF 2

Unofficial Copy

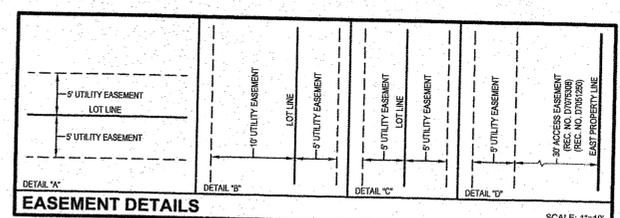


185,135 SQUARE FEET, 4.2501 ACRES  
 DEDICATED TO ARAPAHOE COUNTY  
 AS PUBLIC RIGHT-OF-WAY

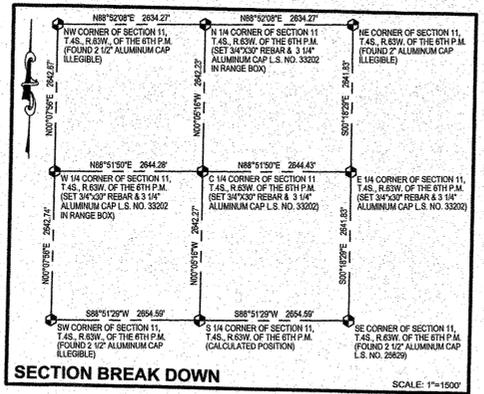
WELL  
 PLUGGED & ABANDONED:  
 PIA DATE: 08/29/1988  
 OPERATOR NAME:  
 ANADARKO ESP ONSHORE  
 LC-2800  
 FACILITY NAME/NUMBER:  
 MUEGGE, CHAS 41-112  
 FACILITY ID #/P#:  
 05-005-0676  
 LOCATION:  
 ARAPAHOE 005  
 SENE 11 4S 63W 6

WELL  
 PLUGGED & ABANDONED:  
 PIA DATE: 09/20/1999  
 OPERATOR NAME:  
 ANADARKO ESP ONSHORE  
 LC-2800  
 FACILITY NAME/NUMBER:  
 MUEGGE, CHAS 42-113  
 FACILITY ID #/P#:  
 05-005-0679  
 LOCATION:  
 ARAPAHOE 005  
 SENE 11 4S 63W 6

SE CORNER OF SECTION 11, T.4S., R.63W., OF THE 6TH P.M. (SET 3/4"x3/4" REBAR & 3 1/4" ALUMINUM CAP L.S. NO. 33202)

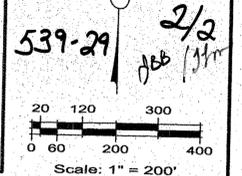


**ESC ENGINEERING SERVICE COMPANY**  
 14190 East Evans Avenue  
 Aurora, Colorado 80014  
 engineering@escvco.com  
 P 303.337.1393  
 F 303.337.7481  
 T/F 1.877.273.0659



**LEGEND**

- PLAT BOUNDARY LINE
- ADJACENT LOT/PARCEL LINES
- SECTION LINE
- NEW LOT & R.O.W. LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- R.O.W. RIGHT-OF-WAY
- L.S. NO. LAND SURVEYOR NUMBER
- BK. PG. BOOK AND PAGE
- REC. NO. RECEPTION NUMBER
- SECTION CORNER
- SET 3/4"x3/4" PIN & 2" ALUMINUM CAP L.S. NO. 33202 UNLESS OTHERWISE NOTED



CASE NO.: PF18-005

**RESOLUTION NO. 877-21**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING 2021 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS FOR THE KIOWA BENNETT ROAD TRAIL EXTENSION**

**WHEREAS**, the Town of Bennett has applied for and been awarded a grant from the Arapahoe County Open Space Fund for \$187,500 for the Kiowa Bennett Road Trail Extension; and

**WHEREAS**, the Town desires to accept such grant and authorize execution of a grant contract for such funds;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:**

**Section 1.** The Board of Trustees hereby authorizes the execution of an Intergovernmental Agreement Regarding 2021 Grant of Arapahoe County Open Space Funds for the Kiowa Bennett Road Trail Extension by and between the Town of Bennett and the Board of County Commissioners of Arapahoe County, in essentially the same form as the copy of such Intergovernmental Agreement accompanying this Resolution.

**Section 2.** The Mayor is authorized to execute such Intergovernmental Agreement on behalf of the Town, except that the Mayor is hereby further authorized to negotiate and approve such revisions to said Intergovernmental Agreement as the Mayor and Town Administrator determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

**Section 3.** This Resolution shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, READ, AND ADOPTED THIS 27<sup>th</sup> DAY OF JULY, 2021.

TOWN OF BENNETT

\_\_\_\_\_  
Royce D. Pindell, Mayor

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

# STAFF REPORT



welcome neighbors.

---

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Christina Hart, Town Clerk  
DATE: July 27, 2021  
SUBJECT: Planning and Zoning Commission Applicant

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## Background

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Per the Bennett Municipal Code Article XIII Section 2-13-10, the Planning Commission shall consist of seven members who shall be appointed by the Board of Trustees. In 2020, the Planning Commission had two commissioners resign. The two seats have remained vacant with five current commission members. In the event of a vacancy on the Planning Commission, the Board of Trustees shall appoint replacement(s) for the balance of the unexpired term of the vacant position, which is January 2022.

Notice of the vacancies along with the application have been posted to the Town website as well as published in the local newspaper.

## Planning and Zoning Commission Applicant

---

James Delaney submitted an application for consideration for the Planning Commission. Mr. Delaney is a resident of the Town of Bennett and is a licensed Civil Engineer with 40+ years of experience in engineering and construction fields. He is interested in serving his community and gaining knowledge of the process of the municipal government.

## Staff Recommendation

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Town Staff recommends the Board of Trustees consider the appointment of James Delaney to the Town of Bennett Planning and Zoning Commission until January 2022, when at that time he is eligible to apply for re-appointment.

## Attachments

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1. Planning Commission Appointment Application

# Town of Bennett Planning Commission Appointment Application

Thank you for your interest in serving on the Town of Bennett Planning Commission.

In the Town of Bennett, the Commission consists of seven (7) members. The Planning Commission serves as an advisory body to the Board of Trustees. The commission reviews annexations, rezonings, subdivisions, planned unit developments and a long-range comprehensive plan. Roles and responsibilities are outlined in Chapter 16 of the Bennett Municipal Code. ([https://library.municode.com/co/bennett/codes/municipal\\_code](https://library.municode.com/co/bennett/codes/municipal_code))

The Commission generally meets on the 3rd Monday of each month at 6:00pm. Planning Commissioners are paid \$25.00 per month. You must be a resident of the Town of Bennett to apply.

A background check will be required for each candidate and will be sent via email after an application is received.

Email \*

jimdelaney@me.com

Name \*

First and Last Name

James Delaney

Email \*

jimdelaney@me.com

Phone number \*

720-272-6100

Street Address (No P.O. Boxes Please) \*

920 Antelope Drive W

Occupation \*

Engineer/Project Controls

Name of Company or Firm (If none write N/A) \*

Worley

Prior Work Experience

40+ years in engineering & construction

Education \*

High School Diploma or GED

Some college

Bachelors Degree

Post Secondary Degree

Other: \_\_\_\_\_

How many years have you lived in Bennett? \*

3

Have you previously served on any Town of Bennett board or commission? \*

Yes

No

If so, what board or commission and what years did you serve?

---

Referred by:

Ad in Eastern Colorado News

Please list any previous training, expertise or experience that you believe would be helpful to you if appointed to the Planning Commission. \*

Licensed Profession Civil Engineer-Texas #93168

The Town of Bennett uses a significant amount of technology and will be needed as a commission member (i.e., zoom, Google and Microsoft suites including gmail and excel, docusign, etc.) Please indicate your level of comfort with these technology platforms. \*

1

2

3

4

5

Little Comfort and Skills



Highly Comfortable and Skilled

Are you aware of the time commitment for the Planning Commission, and do you have the personal time to devote to this commitment? Do you have any conflicts with meetings falling on the 1st and 3rd Monday of the month? \*

I am aware of the scheduled meetings and also realize additional personal time would be required. As far as I know I do not have any schedule conflicts.

Why are you interested in serving on the Planning Commission? \*

I would like serve my community.

What do you believe are the major concerns facing the Planning Commission today? \*

Bennett's booming expansion and current/future infrastructure to meet this growth.

Why are you the most qualified person for the office? \*

I have no idea if I am the most qualified; there may be others more qualified.

What is your perspective on the Town's Comprehensive Plan? \*

I am not familiar with the Comprehensive Plan details.

Are you aware of the rate of growth for Bennett? What is your opinion about growth in Bennett? How would you rate Bennett's success in managing growth? \*

Bennett growth is inevitable with many positive points but with that being said there will be many, many issues to solve. Infrastructure being one big one such as streets, traffic control, drainage, wastewater treatment, water supply, and others. Bennett will at some point need it's own police department. We need urgent care and hopefully a hospital someday. As far as how I would rate Bennett's success in managing growth thus far; I think collectively Bennett has done a pretty darn good job.

The Town's development regulations and review process include some architectural design review for commercial, industrial, and residential developments. What do you believe the Town's role should be in this process? \*

I think the Town has a duty to it's citizens to take an active part in the review process to ensure Bennett continues to exhibit a modern socially acceptable atmosphere.

Please tell us anything else you'd like to share.

We moved from Aurora about 3 years ago and to date are very glad we did.

This form was created inside of Town of Bennett.

Google Forms

### **Suggested Motion**

I move to appoint James Delaney to the Town of Bennett Planning and Zoning Commission with a term ending January 2022.

# STAFF REPORT



welcome neighbors.

---

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Trish Stiles, Town Administrator  
Taeler Houlberg, Assistant to the Town Administrator  
DATE: July 27, 2021  
SUBJECT: First Amendment to the Piland Purchase and Sale Agreement for Groundwater Rights

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## Background

---

One December 10, 2019, the Town of Bennett entered into a Purchase and Sale Agreement for Groundwater Rights (Agreement) with Lowell and Sara Piland (Sellers) for the groundwater underlying their property that is part of the Laramie-Fox Hills aquifer. The groundwater rights make up an estimated withdrawal and use of 765 acre feet per year of water.

Provision five (5) of the Agreement states that, "the Closing Date will be determined by mutual agreement of the Buyer and Sellers but shall occur no later than sixty (60) days after issuance of a final determination by the Ground Water Commission."

On June 2, 2021, the Town received the final determination from the Ground Water Commission. Per the Agreement, the purchase closing must be completed by July 30, 2021. The First Amendment to the Agreement seeks to extend that closing date based on a request from the Sellers.

## First Amendment to the Agreement

---

The First Amendment to the Agreement would allow for an extension for closing until August 31, 2021.

The request for an extension comes from the Sellers who need more time to assess their tax liability associated with the payment from the Town that will occur at closing.

All other provisions in the Agreement will remain the same.

## Staff Recommendation

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Staff recommends that the Board of Trustees approve the First Amendment to the Purchase and Sale Agreement for Groundwater Rights with Lowell and Sara Piland, extending the closing date to August 31, 2021.

## Attachments

---

1. Piland Purchase and Sale Agreement for Groundwater Rights
2. First Amendment to Piland Purchase and Sale Agreement for Groundwater Rights

**PURCHASE AND SALE AGREEMENT  
For Groundwater Rights**

This Water Purchase Agreement ("Agreement") is entered into this December 10 2019 between LOWELL PILAND and SARA PILAND, 43651 East 38<sup>th</sup> Avenue, Bennett, CO 80102 ("Sellers"), and the TOWN OF BENNETT, COLORADO, acting by and through its Water Enterprise ("Buyer"), 207 Muegge Way, Bennett, CO 80102.

**RECITALS:**

A. Sellers own land consisting of approximately 3556 acres described in Exhibit A, which is incorporated by reference (the "Property"). Sellers own and desire to sell rights to all the groundwater underlying the Property in the Laramie-Fox Hills aquifer, presently estimated to allow withdrawal and use of 765 acre feet per year (the "Groundwater Rights") together with easements identified in Exhibit B, subject to the terms herein (the "Easements").

B. Buyer wishes to secure, by purchase from Sellers, all of the Groundwater Rights and the Easements for use in its municipal supply system.

C. Buyer will apply to the Colorado Ground Water Commission for a determination of the amount of groundwater lawfully available (the "Determination").

**AGREEMENT**

In consideration of the facts recited above, and the mutual promises below, Seller and Buyer agree:

1. **Purchase and Sale.** Subject to the conditions below, Seller shall sell and Buyer shall purchase the Groundwater Rights and the Easements pursuant to the terms specified in this Agreement.
2. **Purchase Price.** The Purchase Price is \$875.00 per acre foot per year based on the annual amount allowed by the Determination.
3. **Earnest Money Deposit.** The earnest money deposit is calculated assuming the determination allocates 765 acre feet per year and the purchase price is therefore \$669,375.00. Notwithstanding use of the estimated purchase price for purposes of establishing the earnest money deposit, the actual purchase price will be as set forth in section 2. Buyer has placed a deposit of \$66,937.50 earnest money with a mutually acceptable escrow agent, subject to execution by Sellers and Buyer of mutually acceptable escrow instructions. After the Diligence Deadline if this Agreement has not been terminated, the Earnest Money deposit shall be nonrefundable. The Earnest Money shall be applied toward the Purchase Price at Closing.

*Water Purchase Agreement  
Piland/Town of Bennett  
Page 2*

4. **Due Diligence.** Buyer shall have sixty (60) days from the date of mutual execution of this contract (MEC) to complete due diligence analysis for the Groundwater Rights and Easements (Diligence Deadline). Buyer will also apply before the Diligence Deadline for the Determination. Sellers agree to use their best efforts to cooperate with Buyer to provide Buyer with documents in Sellers' possession regarding the status of title to the Groundwater Rights and will fully cooperate to obtain the Determination, including execution of consent forms. On or before the Diligence Deadline, Buyer may terminate this Agreement for any reason or no reason, in which case the escrow agent shall return the Earnest Money to Buyer.
5. **Closing.** The Closing Date will be determined by mutual agreement of the Buyer and Sellers but shall occur no later than sixty (60) days after issuance of a final determination by the Ground Water Commission. The balance of the Purchase Price shall be due and payable at closing in immediately available funds.
6. **Deed.** The Water Rights shall be conveyed by special warranty deed. The Easements shall be conveyed by general warranty deed, subject to the following conditions: well sites are to be located as mutually agreed within 500 feet of the locations depicted on Exhibit B; Buyer shall have the right to construct, operate, maintain, and replace wells, pumps, motors, electrical controls, well houses, pipelines to the nearest county road, but not water tanks; well houses shall be constructed and maintained with materials and appearance consistent with the Town of Bennett Development Design Guidelines, dated July 26, 2016.
7. **Procedure upon Default.** In the event of a default by Sellers not specifically addressed elsewhere in this Agreement, Buyer shall notify Sellers of the default. Sellers shall have 30 days in which to cure the default. If the default is not cured within 30 days, Buyer shall have the option to terminate this agreement, in which event the Earnest Money shall be refunded. In the event of any dispute, each Party shall designate a representative with settlement authority, who shall meet within 15 days to attempt to resolve the dispute. If the matter is not so resolved, the Parties shall be free to pursue their respective remedies, subject to this Agreement.
8. **Governing Law/Attorneys' Fees/Limitation on Damages.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Colorado. In the event of litigation between the Parties regarding or relating to this Agreement the prevailing Party's attorney fees and costs shall be paid by the non-prevailing Party. Buyer may enforce this Agreement in law or equity, damages, or such other legal and equitable relief as may be available. Buyer waives any right to special, indirect, consequential and punitive damages, including lost revenue. Sellers' damages, being difficult to estimate, shall be limited to retention of all earnest money, as liquidated damages.
9. **Permitting and Regulatory Approvals.** Buyer shall be solely responsible for all permits or approvals required to withdraw and use the groundwater, for construction and permitting of wells, and to transport the water from its wells to its place of use.
10. **Assignment.** The rights and obligations of either Party may not be assigned or delegated without the written consent of the other Party. This agreement shall be binding upon any permitted successors and assigns.

*Water Purchase Agreement  
Piland/Town of Bennett  
Page 3*

11. **Notices.** Any notices required or permitted to be given hereunder shall be in writing or by email addressed as follows, or as the parties may subsequently designate by written notice to the other, or given by telephone, provided the telephone notice is promptly confirmed in writing or by email. All notices shall be delivered by facsimile, recognized overnight delivery service, or hand delivery and shall be deemed effective upon: (i) the successful transmission of a facsimile; (ii) deposit with a recognized overnight delivery service; or (iii) upon receipt by hand delivery. All notices sent by email shall be deemed delivered upon successful receipt of the email message. Any Party may change its address by giving notice in the manner provided hereunder.

Buyer: Town of Bennett  
Attn: Trish Stiles, Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
[tstiles@bennett.co.us](mailto:tstiles@bennett.co.us)

Sellers: Lowell and Sara Piland  
43651 E. 38<sup>th</sup> Avenue  
Bennett, CO 80102

12. **Miscellaneous.**

a. Time. Time is of the essence hereof.

b. Waiver. The waiver of any provision of this Agreement by any Party hereto shall not constitute a continuing waiver of any subsequent breach of said Party, for either breach of the same or any other provision of this Agreement.

c. Entire Agreement. This Agreement represents the entire Agreement of the Parties, and neither Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all other prior agreements and understandings of any type, both written and oral, among the Parties with respect to the subject matter hereof.

d. Amendment. This Agreement may not be amended except in writing signed by both the Buyer and Seller.

e. Further Assurances. The Parties shall execute such additional documents, instruments and assurances that may be reasonably required from time to time to carry out the terms and intentions of this Agreement.

f. Headings for Convenience Only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

*Water Purchase Agreement  
Piland/Town of Bennett  
Page 4*

g. Multiple Originals. This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which shall constitute one and the same Agreement.

h. Electronic Transmission. The electronic transmission of any signed original document, and transmission or retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either Party, the Parties hereto will confirm electronic transmitted signatures by signing an original document for delivery between them.

i. No Fees and Expenses and Apportionment. Except as may otherwise expressly be set forth in this Agreement, each Party shall bear its own expenses in connection with the transactions and activities contemplated by this Agreement.

j. No Third-Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not signatories hereto, nor to limit, impair or enlarge in any way the powers, regulatory authority and responsibilities of either Party or any other governmental entity not a Party hereto.

k. Brokerage. The Parties warrant and represent to each other that no commission liability has been incurred by any Party and that neither Party has engaged the services of any other agent, finder or broker of any type involved in this transaction.

l. Non-Severability and Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual written consent of the Parties or as provided below. If any provision or portion of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties hereto shall not be destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby.

m. Non-Business Day. If the date of any action under this Agreement falls upon a Saturday, Sunday or a day that is a holiday as defined by the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next day that is not a Saturday, Sunday or a "holiday."

n. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between the Parties.

o. Interpretation. The negotiation and preparation of this Agreement has been a collaborative drafting effort between the Parties who agree that the terms of this Agreement shall not be interpreted more stringently against one Party as compared to the other Party based upon authorship.

Water Purchase Agreement  
Piland/Town of Bennett  
Page 5

p. Solely an Enterprise Obligation. Buyer's obligations under this Agreement are solely obligations of its water enterprise, payable solely from enterprise funds. Nothing herein creates any general or other obligation or multiple-fiscal year obligation of the Town of Bennett.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date(s) indicated below.

LOWELL PILAND

*Lowell Piland*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing document was acknowledged before me on Dec 10, 2019, by Lowell Piland.

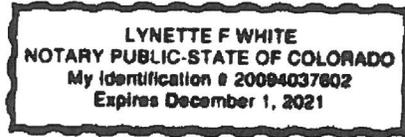
Witness my hand and official seal.

*Lynette White*  
Notary Public

My commission expires: 12-01-2021

SARA PILAND

*Sara Piland*



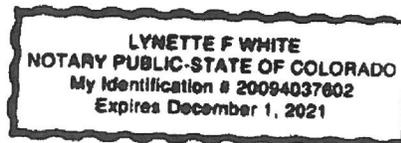
STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing document was acknowledged before me on Dec 10, 2019, by Sara Piland.

Witness my hand and official seal.

*Lynette White*  
Notary Public

My commission expires: 12-01-2021



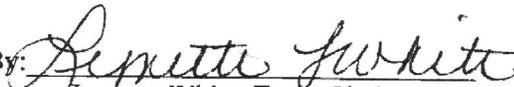
*Water Purchase Agreement  
Piland/Town of Bennett  
Page 6*

**TOWN OF BENNETT, COLORADO,  
acting by and through its Water Enterprise**

By:   
Royce Pindell, Mayor



ATTEST:

By:   
Lynette White, Town Clerk

*Water Purchase Agreement  
Piland/Town of Bennett  
Page 7*

EXHIBIT A  
Description of Seller's Land

**EXHIBITA**  
**Legal Descriptions**  
**(11 pages)**

**Lowell Piland Properties**

**Legal Descriptions by Parcel Number (legal descriptions are from Deeds, unless otherwise noted)**

Parcel Number 0172928100002

Reception Number 2018000026074

THE EAST 1/2 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO BY INSTRUMENT RECORDED JUNE 18, 1993 AT RECEPTION NO. 1151247 AND ALSO EXCEPT THE NORTH 30 FEET AND THE EAST 30 FEET AND THE SOUTH 30 FEET PER THAT INSTRUMENT RECORDED MAY 23, 1906, IN BOOK 33 AT PAGE 279 AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF, SAID SECTION 28; THENCE NORTH 00°35'00" EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 2777.16 FEET; THENCE NORTH 89°19'45" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°19'45" WEST, A DISTANCE OF 124.02 FEET; THENCE NORTH 00°40'15" EAST, A DISTANCE OF 80.58 FEET; THENCE SOUTH 89°17'05" EAST, A DISTANCE OF 123.90 FEET; THENCE SOUTH 00°35'00" WEST, A DISTANCE OF 80.48 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PARCEL DESCRIBED AS FOLLOWS:

A PARCEL OF PROPERTY LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, AND CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 TO BEAR NORTH 00°14'13" EAST, WITH ALL BEARING CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 00°14'13" EAST ALONG SAID EAST LINE A DISTANCE OF 2520.00 FEET; THENCE NORTH 89°45'47" WEST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°45'47" WEST A DISTANCE OF 567.0 FEET; THENCE NORTH 00°15'15" EAST A DISTANCE OF 20707.46 FEET TO A POINT 40 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°55'17" EAST PARALLEL WITH SAID NORTH LINE A DISTANCE OF 566.98 FEET TO A POINT 40 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 00°15'15" WEST PARALLEL WITH SAID EAST LINE A DISTANCE OF 2372.87 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF PROPERTY DESCRIBED IN EXHIBIT A IN INSTRUMENT RECORDED AUGUST 16, 1993 IN BOOK 4130 AT PAGE 957 OF THE ADAMS COUNTY RECORDS; THENCE ALONG SAID BOOK 4130 AND PAGE 957 THE FOLLOWING 3 COURSES:

- 4) NORTH 89°37'52" WEST, A DISTANCE OF 113.96 FEET;
- 5) SOUTH 00°19'28" WEST A DISTANCE OF 80.58 FEET;
- 6) SOUTH 89°40'32" EAST A DISTANCE OF 114.06 FEET TO A POINT 40 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 00°14'47" WEST A DISTANCE OF 257.22 FEET TO THE POINT OF BEGINNING.

Parcel Number 0172900000056

Reception Number 2014000021381

The Southwest ¼ and the South ½ of the North ½ of Section 32, Township 2 South, Range 63 West of the 6<sup>th</sup> P.M., except any portion thereof lying within the County Roads, County of Adams, State of Colorado

Parcel Number 0172932400001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:32-2-63 DESC: PARCEL 2 PT OF THE SE4 OF SEC 32 DESC AS FOLS BEG AT THE NW COR OF SE4 SD SEC 32 TH S 1321/29 FT TH E 2642/06 FT TH N 30 FT TH W 1351/34 FT TH N 1290/41 FT TH W 1289/81 FT TO THE POB 40/50A

Parcel Number 0172932400004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:32-2-63 DESC: PARCEL 1 PT OF THE SE4 OF SEC 32 DESC AS FOLS BEG AT THE NE COR OF SE4 SD SEC 32 TH W 1350/49 FT TH S 1290/41 FT TH E 1351/34 FT TH N 1289/49 FT TO THE POB 40A

Parcel Number 0172932400003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:32-2-63 DESC: PARCEL 4 PT OF THE SE4 OF SEC 32 DESC AS FOLS BEG AT THE SE COR OF SE4 SD SEC 32 TH W 1351/22 FT TH N 1290/41 FT TH E 1350/37 FT TH S 1289/49 FT TO THE POB 40A

Parcel Number 0172932400002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:32-2-63 DESC: PARCEL 3 PT OF THE SE4 OF SEC 32 DESC AS FOLS BEG AT THE SW COR OF SE4 SD SEC 32 TH N 1321/29 FT TH E 2642/06 FT TH S 30 FT TH W 1350/37 FT TH S 1290/41 FT TH W 1292/61 FT TO THE POB 40/11A

Parcel Number 0172933100004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 1 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR OF SD SEC 33 TH S 40 FT TO THE W ROW LN OF E 80TH AVE TH W 40 FT TO THE INTERSEC OF S ROW LN OF E 80TH AVE AND W ROW LN OF CONVERSE RD THE TRUE POB TH S 1245/77 FT TH W 1398/91 FT TH N 1245/77 FT TO S ROW LN OF SD E 80TH AVE TH E 1399/25 FT TO THE TRUE POB 40/01A

Parcel Number 0172933100003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 2 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR OF SD SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 40 FT TO THE INTERSEC OF THE S ROW LN OF OF E 80TH AVE AND THE W ROW LN OF CONVERSE RD TH CONT S 1245/77 FT TO THE TRUE POB TH CONT S 1323/05 FT TH W 1285/01 FT TH N 943/82 FT TH W 114/36 FT TH N 379/43 FT TH W 1398/91 FT TO THE TRUE POB 40/01A

Parcel Number 0172933400001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 5 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR SD  
SEC 33 TH S 40 FT TO S ROW LN OF E 80TH AVE TH W 2511/32 FT TO THE TRUE POB TH S  
2881/21 FT TH E 1185/35 FT TH S 1185/58 FT TH W 1214/32 FT TH N 4067/12 FT TO THE W ROW LN  
OF E 80TH AVE TH E 30 FT TO THE TRUE POB 35/05A

Parcel Number 0172933400002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 6 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR SD  
SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2541/32 FT TO THE TRUE POB TH S  
4066/82 FT TH E 1214/32 FT TH S 1129/34 FT TO THE N ROW LN OF E 72ND AVE TH W 1243/34 FT  
TH N 5196/49 FT TO THE S ROW LN OF E 80TH AVE TH E 30 FT TO THE TRUE POB 35/05A

Parcel Number 0172933300004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 7 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR SD  
SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2571/32 FT TO THE TRUE POB TH S  
5196/49 FT TO THE N ROW LN OF E 72ND AVE TH W 1216/57 FT TH N 1154/95 FT TH E 1186/56 FT  
TH N 4042/21 FT TO THE S ROW LN OF E 80TH AVE TH E 30 FT TO THE TRUE POB 35/03A

Parcel Number 0172933300005

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 8 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR SD  
SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2601/32 FT TO THE TRUE POB TH S  
4042/19 FT TH W 1186/56 FT TH N 1215/18 FT TH E 1156/56 FT TH N 2872/02 FT TO THE S ROW LN  
OF E 80TH AVE TH E 30 FT TO THE TRUE POB 35/05A

Parcel Number 0172933300002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 14 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR  
OF SD SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2650/67 FT TH W 1167/22 FT  
TO THE TRUE POB TH S 4244/72 FT TH W 1438/67 FT TO THE E ROW LN OF PENRITH RD TH N  
993/39 FT TH E 1408/67 FT TH N 3251/34 FT TO THE S ROW LN OF E 80TH AVE TH E 30 FT TO THE  
TRUE POB 35/05A

Parcel Number 0172933300003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 15 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR  
SD SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2650/67 FT TH W 1137/22 FT TO  
THE TRUE POB TH S 5197/16 FT TO THE N ROW LN OF E 72ND AVE TH W 1468/68 FT TO THE E  
ROW LN OF PENRITH RD TH N 953/15 FT TH E 1438/67 FT TH N 4244/72 FT TO THE S ROW LN OF  
E 80TH AVE TH E 30 FT TO THE TRUE POB 35/05A

Parcel Number 0172933200001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 11 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR  
SD SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2650/67 FT TH W 1257/23 FT TO

THE TRUE POB TH S 1132/01 FT TH W 1348/67 FT TO THE E ROW LN OF PENRITH RD TH N  
1132/01 FT TO THE S ROW LN OF E 80TH AVE TH E 1348/67 FT TO THE TRUE POB 35/05A

Parcel Number 0172933200002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 12 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR  
SD SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2650/67 FT TH W 1227/22 FT TO  
THE TRUE POB TH S 2214/75 FT TH W 1378/67 FT TO THE E ROW LN OF PENRITH RD TH N  
1082/74 FT TH E 1348/67 FT TH N 1132/01 FT TO THE S ROW LN OF E 80TH AVE TH E 30 FT TO  
THE TRUE POB 35/05A

Parcel Number 0172933300001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 13 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR  
SD SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2650/67 FT TH W 1197/22 FT TO  
THE TRUE POB TH S 3251/34 FT TH W 1408/67 FT TO THE E ROW LN OF E PENRITH RD TH N  
1036/65 FT TH E 1378/67 FT TH N 2214/75 FT TO THE S ROW LN OF E 80TH AVE TH E 30 FT TO  
THE TRUE POB 35/03A

Parcel Number 0172933200003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 9 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR SD  
SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2631/32 FT TO THE TRUE POB TH S  
2827/02 FT TH W 1156/56 FT TH N 1279/90 FT TH E 1126/56 FT TH N 1547/12 FT TO THE S ROW LN  
OF E 80TH AVE TH E 10/65 FT TH CONT E 19/35 FT TO THE TRUE POB 35/05A

Parcel Number 0172933200004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 10 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR  
OF SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 2650/67 FT TH CONT W 10/65 FT  
TO THE TRUE POB TH S 1547/12 FT TH W 1126/56 FT TH N 1547/12 FT TO THE S ROW LN OF E  
80TH AVE TH E 1126/56 FT TO THE TRUE POB 40/01A

Parcel Number 0172933100001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 3 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR OF  
SD SEC 33 TH S 40 FT TO S ROW LN OF E 80TH AVE TH W 1439/25 FT TO THE TRUE POB TH S  
1625/50 FT TH W 1072/08 FT TH N 1626/62 FT TO THE S ROW LN OF E 80TH AVE TH E 1072/06 FT  
TO THE TRUE POB 40/02A

Parcel Number 0172933100002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:33-2-63 DESC: PARCEL 4 PT OF SEC 33 DESC AS FOLS BEG AT THE NE COR SD  
SEC 33 TH S 40 FT TO THE S ROW LN OF E 80TH AVE TH W 40 FT TO THE INTERSEC OF S ROW  
LN OF E 80TH AVE AND THE W ROW LN OF CONVERSE RD TH CONT S 2568/82 FT TO THE TRUE  
POB TH W 1285/01 FT TH N 943/82 FT TH W 1186/44 FT TH S 1254/89 FT TH E 1185/35 FT TH N  
281/08 FT TH E 1285/03 FT TO THE W ROW LN OF SD CONVERSE RD TH N 30 FT TO THE TRUE  
POB 35/05A

Parcel Number 0181504200003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 4 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE SE COR OF NW4 SD SEC 4 TH N 161/86 FT TO THE TRUE POB TH CONT N 1284/91 FT TH W 1292/26 FT TH S 4049/76 FT TO A PT ON N ROW LN OF E 64TH AVE TH E 30 FT TH N 2764/86 FT TH E 1261/56 FT TO THE TRUE POB 40/01A

Parcel Number 0181504200004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 1 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE NW COR OF NE4 NW4 SD SEC 4 TH S 5249/37 FT TO A PT ON N ROW LN OF E 64TH AVE TH E 30 FT TH N 4049/76 FT TH E 1292/26 FT TH N 1191/94 FT TH W 1322/85 FT TO THE POB 39/09A

Parcel Number 0181504300003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 8 PT OF THE W2 FO SEC 4 DESC AS FOLS BEG AT THE SE COR OF W2 SD SEC 4 TH N 30 FT TO A PT ON N ROW LN OF E 64TH AVE AND THE TRUE POB TH CONT N 1416/59 FT TH W 1230/82 FT TH S 1416/58 FT TO A PT ON N ROW LN OF E 64TH AVE TH E 1230/05 FT TO THE TRUE POB 40/01A

Parcel Number 0181504300004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 5 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE NE COR OF SW4 SD SEC 4 TH N 161/86 FT TH W 1261/56 FT TH S 2764/86 FT TO A PT ON N ROW LN OF E 64TH AVE TH E 30 FT TH N 1416/58 FT TH E 1230/82 FT TH N 1186/42 FT TO THE POB 40/01A

Parcel Number 0181504200001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 2 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE NW COR OF NE4 NW4 SD SEC 4 TH S 5249/37 FT TO A PT ON N ROW LN OF E 64TH AVE TH W 30 FT TH N 4049/64 FT TH W 1292/25 FT TH N 1207/41 FT TH E 1322/85 FT TO THE POB 39/33A

Parcel Number 0181504200002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 3 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE SW COR OF NW4 SD SEC 4 TH N 161/16 FT TO THE TRUE POB TH CONT N 1284/91 FT TH E 1292/25 FT TH S 4049/64 FT TO A PT ON N ROW LN OF E 64TH AVE TH W 30 FT TH N 2764/73 FT TH W 1261/56 FT TO THE TRUE POB 40/01A

Parcel Number 0181504300001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 6 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE NW COR OF SW4 SD SEC 4 TH N 161/16 FT TH E 1261/56 FT TH S 2764/73 FT TO A PT ON N ROW LN OF E 64TH AVE TH W 30 FT TH N 1416/45 FT TH W 1230/82 FT TH N 1187/12 FT TO THE POB 40/01A

Parcel Number 0181504300002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:4-3-63 DESC: PARCEL 7 PT OF THE W2 OF SEC 4 DESC AS FOLS BEG AT THE SW COR OF W2 SD SEC 4 TH N 30 FT TO A PT ON N ROW LN OF E 64TH AVE AND THE TRUE POB TH CONT N 1416/44 FT TH E 1230/82 FT TH S 1416/45 FT TO A PT ON N ROW LN OF E 64TH AVE TH W 1230/05 FT TO THE TRUE POB 40/01A

Parcel Number 0181505200001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:5-3-63 DESC: PARCEL 1 PT OF THE NW4 OF SEC 5 DESC AS FOLS BEG AT THE NW COR SD SEC 5 TH E 1291/20 FT TH S 1360/46 FT TH W 1290/05 FT TH N 1368/21 FT TO THE POB 40/42A

Parcel Number 0181505200002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:5-3-63 DESC: PARCEL 3 PT OF THE NW4 OF SEC 5 DESC AS FOLS BEG AT THE NE COR OF W2 NW4 SD SEC 5 TH S 2666/40 FT TH W 1318/95 FT TH N 1304/58 FT TH E 1290/05 FT TH N 1360/46 FT TH E 30 FT TO THE POB 40/48A

Parcel Number 0181505200003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:5-3-63 DESC: PARCEL 4 PT OF THE NW4 OF SEC 5 DESC AS FOLS BEG AT THE NW COR OF E2 NW4 SD SEC 5 TH S 2666/40 FT TH E 1318/95 FT TH N 1296/46 FT TH W 1290/04 FT TH N 1364/65 FT TH W 30 FT TO THE POB 40/29A

Parcel Number 0181505200004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:5-3-63 DESC: PARCEL 2 PT OF THE NW4 OF SEC 5 DESC AS FOLS BEG AT THE NE COR OF NW4 SD SEC 5 TH S 1363/55 FT TH W 1290/04 FT TH N 1364/65 FT TH E 1291/20 FT TO THE POB 40/42A

Parcel Number 0181500000330

Reception Number

The Northeast Quarter of Section 5, Township 3 South, Range 63 West of the 6th P.M., except any portion thereof lying within the County Roads, County of Adams, State of Colorado.

Parcel Number 0181500000342

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:6-3-63 DESC: W2 SEC 6 AND VAC RD ON N EXC SE4 SW4 275/86A

Parcel Number 0181500000392

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:6-3-63 DESC: UND 2/3 INT IN NE4 160A

Parcel Number 0181500000393

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:6-3-63 DESC: UND 1/3 INT IN NE4 160A

Parcel Number 0181701100001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:1-3-64 DESC: PARCEL 1 PT OF THE NE4 OF SEC 1 DESC AS FOLS BEG AT THE NW COR OF THE NE COR OF THE NE4 OF SD SEC 1 TH S 40 FT TO THE NLY ROW LN OF E 72ND AVE THE TRUE POB TH CONT S 670/47 FT TH S 88D 52M E 2607/09 FT TO W ROW LN OF SCHUMAKER RD TH N 670/53 FT TH N 88D 52M W 2603/96 FT TO THE TRUE POB 40/10A

Parcel Number 0181701100002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:1-3-64 DESC: PARCEL 2 PT OF THE NE4 OF SEC 1 DESC AS FOLS BEG AT THE NW COR OF THE NE COR OF THE NE4 OF SD SEC 1 TH S 710/47 FT TO THE TRUE POB TH CONT S 669/70 FT TH S 88D 52M E 2610/21 FT TO THE W ROW LN OF SCHUMAKER RD TH N 669/70 FT TH N 88D 52M W 2607/09 FT TO THE TRUE POB 40/10A

Parcel Number 0181701100003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:1-3-64 DESC: PARCEL 3 PT OF THE NE4 OF SEC 1 DESC AS FOLS BEG AT THE NW COR OF THE NE COR OF THE NE4 OF SD SEC 1 TH S 1380/18 FT TO THE TRUE POB TH CONT S 668/89 FT TH S 88D 52M E 2613/33 FT TO THE W ROW LN OF SCHUMAKER RD TH N 668/94 FT TH N 88D 52M W 2610/21 FT TO THE TRUE POB 40/10A

Parcel Number 0181701100004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:1-3-64 DESC: PARCEL 4 PT OF THE NE4 OF SEC 1 DESC AS FOLS BEG AT THE NW COR OF THE NE COR OF THE NE4 OF SD SEC 1 TH S 2049/07 FT TO THE TRUE POB TH CONT S 573/97 FT TH S 88D 26M E 2616/45 FT TO THE W ROW LN OF SCHUMAKER RD TH N 593/73 FT TH N 88D 52MW 2613/33 FT TO THE TRUE POB 35/04A

Parcel Number 0181507300002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 1 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR SD SEC 7 TH E 40 FT TO THE E ROW LN OF SCHUMAKER RD TH N 1165/13 FT TO THE TRUE POB TH CONT N 1005/13 FT TH E 1732 FT TH S 1006/93 FT TH W 1732/34 FT TO THE TRUE POB 40A

Parcel Number 0181507300003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 7 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR SD SEC 7 TH E 40 FT TO THE E ROW LN OF SCHUMAKER RD TH N 70 FT TO THE TRUE POB TH CONT N 1005/13 FT TH E 1731/56 FT TH S 1007/07 FT TH W 1731/91 FT TO THE TRUE POB 35A

Parcel Number 0181507300004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 6 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR SD SEC 7 TH E 40 FT TO E ROW LN OF SCHUMAKER RD TH N 40 FT TO THE TRUE POB TH CONT N 30 FT TH E 1731/91 FT TH S 1038/66 FT TH W 3150/89 FT TO THE TRUE POB 35A

Parcel Number 0181507300005

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 2 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR OF SD SEC 7 TH E 40 FT TO E ROW LN OF SCHUMAKER RD TH N 2170/26 FT TO THE TRUE POB TH CONT N 30 FT TH E 3151/22 FT TH S 1038/40 FT TH W 1419/24 FT TH N 1006/93 FT TH W 1732 FT TO THE TRUE POB 35A

Parcel Number 0181507400001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 3 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR SD SEC 7 TH E 40 FT TO E ROW LN OF SCHUMAKER RD TH N 1135/13 FT TO THE TRUE POB TH CONT N 30 FT TH E 3151/59 FT TH N 1038/40 FT TH E 1337/67 FT TH S 1069/79 FT TH W 4489/28 FT TO THE TRUE POB 35A

Parcel Number 0181507400002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 5 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR OF SD SEC 7 TH E 40 FT TO E ROW LN OF SCHUMAKER RD TH N 1075/13 FT TO THE TRUE POB TH CONT N 30 FT TH E 4487/83 FT TH S 1070/16 FT TH W 1337/33 FT TH N 1038/66 FT TH W 3151/23 FT TO THE TRUE POB 35A

Parcel Number 0181507400003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:7-3-63 DESC: PARCEL 4 PT OF THE S 5/12THS OF SEC 7 DESC AS FOLS BEG AT THE SW COR SD SEC 7 TH E 40 FT TO THE E ROW LN OF SCHUMAKER RD TH N 1105/13 FT TO THE TRUE POB TH CONT N 30 FT TH E 4489/28 FT TH N 1069/79 FT TH E 676/48 FT TH S 2171/33 FT TH W 661/97 FT TH N 1070/16 FT TH W 4487/83 FT TO THE TRUE POB 36/44A

Parcel Number 0181519200001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 13 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR OF SD SEC 19 TH S 40 FT TO THE S LN OF E 48TH AVE ROW TH W 3678/09 FT TO THE TRUE POB TH S 1121/57 FT TH W 1553/92 FT TO E ROW LN OF SCHUMAKER RD TH N 1121/57 FT TO S ROW LN OF E 48TH AVE TH E 1553/92 FT TO THE TRUE POB 40/01A

Parcel Number 0181519200002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 14 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S LN OF E 48TH AVE ROW TH W 3678/09 FT TH S 1121/57 FT TO THE TRUE POB TH S 990/90 FT TH W 1553/92 FT TO E ROW LN OF SCHUMAKER RD TH N 990/90 FT TH E 1553/92 FT TO THE TRUE POB 40/01A

Parcel Number 0181519200003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 15 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S LNO F E 48TH AVE ROW TH W 3678/09 FT TH S 2112/47 FT TO THE TRUE POB TH S 500/23 FT TH S 497/35 FT TH W 1554/10 FT TO THE E ROW LN OF SCHUMAKER RD TH N 493/07 FT TH CONT N 491/44 FT TH E 1553/92 FT TO THE TRUE POB 40/01A

Parcel Number 0181519300001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 16 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE L LN OF E 48TH AVE ROW TH W 3678/09 FT TH S 2612/70 FT TH S 497/35 FT TO THE TRUE POB TH S 990/94 FT TH W 1554/10 FT TO THE E ROW LN OF SCHUMAKER RD TH N 990/94 FT TH E 1554/10 FT TO THE TRUE POB 35/35A

Parcel Number 0181519300002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 17 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S LN OF E 48TH AVE ROW TH W 3678/09 FT TH S 2612/70 FT TH S 1488/29 FT TO THE TRUE POB TH S 1121/62 FT TO THE N ROW LN OF E 38TH AVE TH W 1554/10 FT TO THE E ROW LN OF SCHUMAKER RD TH N 1121/62 FT TH E 1554/10 FT TO THE TRUE POB 40/01A

Parcel Number 0181519100004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 3 PT OF THE E2 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 40 FT TO THE PT OF INTERSEC OF THE W ROW LN OF HARBACK RD AND S ROW LN OF SD E 48TH AVE TH S 2128/47 FT TO THE TRUE POB TH CONT S 1008/99 FT TH N 88D 57M W 1542/27 FT TH N 988/08 FT TH E 1542/23 FT TO THE TRUE POB 35/35A

Parcel Number 0181519100005

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 2 PT OF THE NE4 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO S ROW LN OF E 48TH AVE TH W 40 FT TO THE PT OF INTERSEC OF W ROW LN OF HARBACK RD AND S ROW LN OF SD E 48TH AVE TH S 1130/06 FT TO THE TRUE POB TH CONT S 998/41 FT TH W 1542/23 FT TH N 998/41 FT TH E 1542/24 FT TO THE TRUE POB 35/35A

Parcel Number 0181519100006

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 1 PT OF THE NE4 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 40 FT TO THE PT OF INTERSEC OF W ROW LN OF HARBACK RD AND S ROW LN OF SD E 48TH AVE THE TRUE POB TH S 1130/06 FT TH W 1542/24 FT TH N 1130/06 FT TH E 1542/24 FT TO THE TRUE POB 40/01A

Parcel Number 0181519400003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 5 PT OF THE SE4 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 40 FT TO THE PT OF INTERSEC OF THE W ROW LN OF HARBACK RD AND THE S ROW LN OF SD E 48TH AVE TH S 4135/85 FT TO THE TRUE POB TH CONT S 1130/06 FT TH N 88D 57M W 1542/25 FT TH N 1130/06 FT TH S 88D 57M E 1542/26 FT TO THE TRUE POB 40/01A

Parcel Number 0181519400004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 4 PT OF THE SE4 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 40 FT TO THE PT OF INTERSEC OF THE W ROW LN OF HARBACK RD AND S ROW LN OF SD E 48TH AVE TH S 3137/46 FT TO THE TRUE POB TH CONT S 998/39 FT TH N 88D 57M W 1542/26 FT TH N 998/39 FT TH S 88D 57M E 1542/27 FT TO THE TRUE POB 35/35A

Parcel Number 0181519400002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 6 PT OF THE S2 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 1582/25 FT TH S 3707/26 FT TO THE TRUE POB TH S 1537/74 FT TO THE N ROW LN OF E 38TH AVE TH N 88D 57M W 1002/18 FT TH N 1535/21 FT TH E 1002/18 FT TO THE TRUE POB 35/35A

Parcel Number 0181519300003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 7 PT OF THE S2 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 1582/25 FT TH S 3707/26 FT TH S 1002/18 FT TO THE TRUE POB TH S 1535/21 FT TO THE N ROW LN OF E 38TH AVE TH W 921/52 FT TH N 1537/74 FT TH E 1013/09 FT TO THE TRUE POB 35/35A

Parcel Number 0181519400001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 8 PT OF THE S2 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE TH W 1582/25 FT TH S 2978/76 FT TO THE TRUE POB TH S 728/50 FT TH W 2015/27 FT TH S 1537/74 FT TO THE N ROW LN OF E 38TH AVE TH W 30 FT TH N 2266/45 FT TH E 2055/44 FT TO THE TRUE POB 35/35A

Parcel Number 0181519100003

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 9 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S LN OF E 48TH AVE ROW TH W 1582/25 FT TH S 2252/86 FT TO THE TRUE POB TH S 725/90 FT TH W 2055/44 FT TH N 2956/16 FT TO THE S ROW LN OF E 48TH AVE TH E 30 FT TH S 2252/90 FT TH E 2035/12 FT TO THE TRUE POB 35/35A

Parcel Number 0181519100002

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 10 PT OF THE N2 OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S LN OF E 48TH AVE ROW TH W 1582/25 FT TH S 1520/44 FT TO THE TRUE POB TH S 732/42 FT TH W 2035/12 FT TH N 2252/90 FT TO THE S ROW LN OF E 48TH AVE TH E 30 FT TH S 1520/48 FT TH E 2015/10 FT TO THE TRUE POB 35/35A

Parcel Number 0181519200004

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 12 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S LN OF E 48TH AVE ROW TH W 2594/97 FT TO THE TRUE POB TH S 1520/44 FT TH W 1002/38 FT TH N 1520/48 FT TO S ROW LN OF E 48TH AVE TH E 1023/12 FT TO THE TRUE POB 35/35A

Parcel Number 0181519100001

Sales Records Not Found

Legal Description in Property Report:

SECT,TWN,RNG:19-3-63 DESC: PARCEL 11 PT OF SEC 19 DESC AS FOLS BEG AT THE NE COR SD SEC 19 TH S 40 FT TO THE S ROW LN OF E 48TH AVE ROW TH W 1582/25 FT TO THE TRUE POB TH S 1520/44 FT TH W 1012/72 FT TH N 1520/44 FT TO THE S ROW LN OF E 48TH AVE TH E 1012/72 FT TO THE TRUE POB 35/35A

Parcel Number 0181528300001

Reception Number 2014000003355

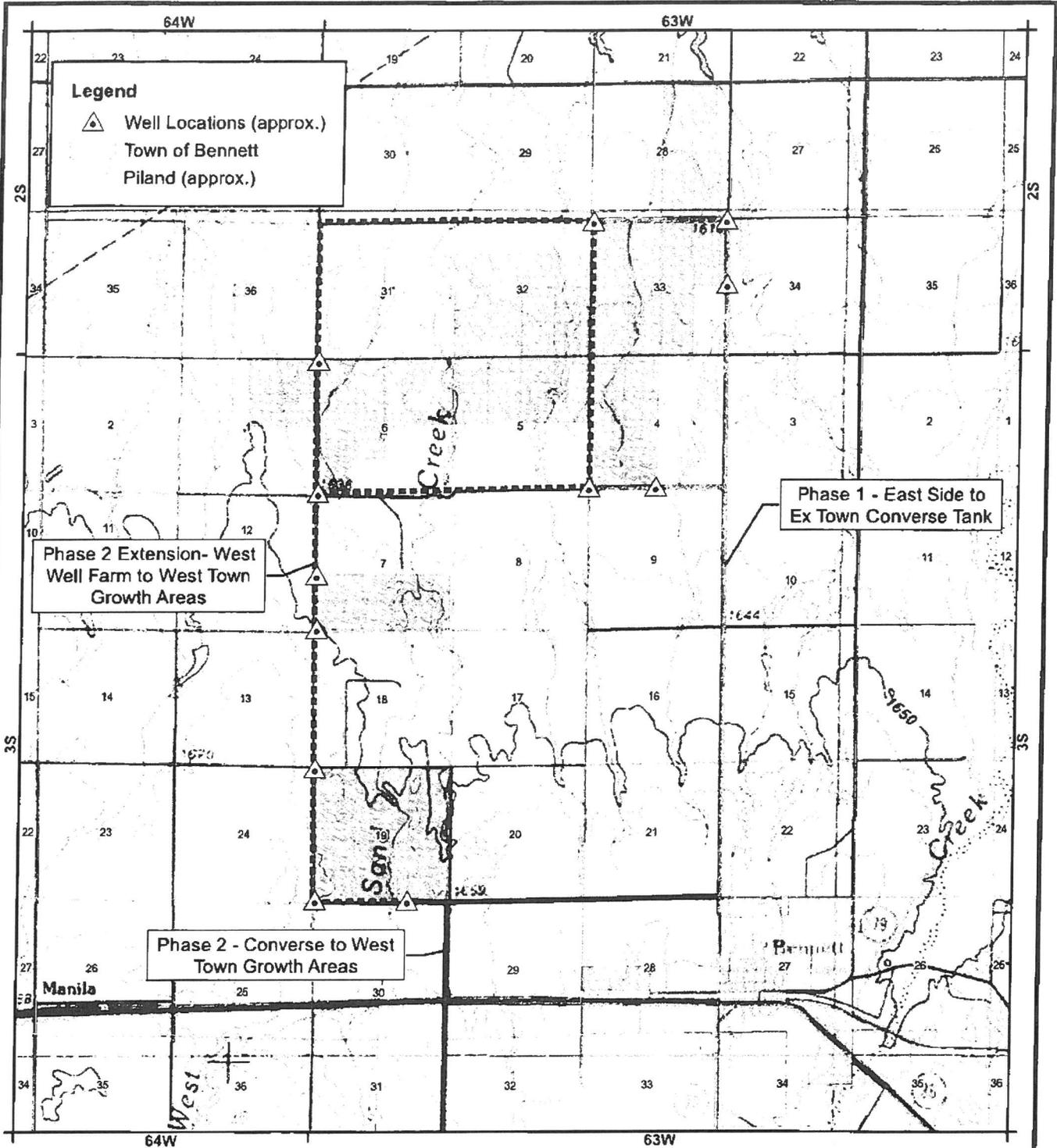
Parcel B:

That part of the Southwest 1/4 of Section 28, Township 3 South, Range 63 West of 6th P.M., Adams County, State of Colorado, lying North of the Union Pacific Right of Way, being more particularly described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of Section 28 and considering the North line of the Southwest 1/4 to bear N 89°25'51" E with all bearings contained herein relative thereto; thence N 89°25'51" E along the North line of the Southwest 1/4 of Section 28, a distance of 2,631.64 feet to the Northeast corner of said Southwest 1/4; thence S 00°10'26" W along the East line of said Southwest 1/4, a distance of 972.49 feet to the Northerly right of way line of the Union Pacific Railroad; thence N 89°15'04" W along the Northerly right of way line of the Union Pacific Railroad, a distance of 2,633.76 feet to a point on the West line of said Southwest 1/4; thence N 00°18'46" E along the West line of said Southwest 1/4, a distance of 911.93 feet of the Point of Beginning, County of Adams, State of Colorado.

*Water Purchase Agreement  
Piland/Town of Bennett  
Page 8*

EXHIBIT B  
Description of Easements

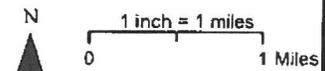


Jehn Water Consultants, Inc.  
 88 Inverness Circle East,  
 Suite K-102  
 Englewood, CO 80112  
 (303) 321-8335  
 www.jehnwater.com

DRAFT

## EXHIBIT B

### Town of Bennett Piland Properties Pipeline & Well Locations



Job No. 512.7  
 Projection: UTM NAD83  
 Prepared By: HLB 12/09/2019  
 Checked By: GLB 12/09/2019  
 Sources:  
 Esri USA Topo Map Basemap  
 Adams County Assessor





### **Suggested Motion**

I move to approve the first amendment to the purchase and sale agreement for groundwater rights with Lowell and Sara Piland, extending the closing date to August 31, 2021.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Daymon Johnson, Capital Projects Director  
DATE: July 27, 2021  
SUBJECT: NOMCOM – Kuhn Construction Site Preparation and Grading Contract

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## Background

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On April 13, 2021, the Board of Trustees approved a contract to LeFever Building Systems (LBS) in the amount of \$2,820,154 for the construction of the North Municipal Complex (NOMCOM). Included in the LBS contract was the building site preparation and grading scope of work. This scope of work was awarded by LBS to Kuhn Construction.

In addition, Kuhn Construction has been working on the Kennedy Road expansion project, also on the NOMCOM campus, and is nearing completion. After discussing scheduling and timing with LBS and in the spirit of being timely and efficient, Staff would like to remove the site preparation and grading scope of work from the LBS contract and instead, contract that scope of work directly with Kuhn Construction to save both time and money.

By awarding the scope of work contract to Kuhn Construction, the Town can ensure the company's continued work on the NOMCOM campus while also realizing cost savings and early progress, which are very beneficial to overall project delivery.

LBS is supportive of the Town contracting directly with Kuhn Construction for site preparation and grading.

## Pricing

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The pricing Staff received from Kuhn Construction for site preparation and grading was \$157,062, dated February 23, 2021. Staff has confirmed that the company will honor that pricing. LBS will remove these items from their overall contract scope of work and provide a deductive credit back to the Town.

## Staff Recommendation

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Staff recommends that the Board waive the RFP requirements for the site preparation and grading scope of work at NOMCOM and authorize the Mayor and Town of Bennett to enter into a standard Town contract agreement with Kuhn Construction in an amount not to exceed \$157,062 for completion of this scope.

## Attachments

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1. Kuhn Construction proposal, dated 2/23/21

# Kuhn Construction Inc.

## Proposal # 911-2

Project Name: **TOB Public Works Shop**  
 Owner/GC: **Lefever Building Systems**

Attn: **Mariam Cortes**  
 Bid Date: **Tuesday, February 23, 2021**

Base Bid #	Description of Work	Quantity	Unit	Unit Rate	Total
	Mobilization	1	LS	\$ 4,560.00	\$ 4,560.00
	Silt Fence	1250	LF	\$ 2.20	\$ 2,750.00
	Seed and Straw Mulch	1.5	AC	\$ 2,250.00	\$ 3,375.00
	Type L Riprap Check/ FES Pad	25	TN	\$ 46.80	\$ 1,170.00
	Strip Topsoil and Stockpile	1308	CY	\$ 3.20	\$ 4,185.60
	Site Grading- Cut to Fill	1380	CY	\$ 4.80	\$ 6,624.00
	Subex Bldg. Pad 7'	2296	CY	\$ 7.60	\$ 17,449.60
	Subex Parking Lot 2'	1980	CY	\$ 7.60	\$ 15,048.00
	Stockpile Excess Onsite	2955	CY	\$ 3.65	\$ 10,785.75
	Import Class 6 Base	765	TN	\$ 26.20	\$ 20,043.00
	Replace Topsoil	1308	CY	\$ 3.35	\$ 4,381.80
	Place Class 6 Base for 4' Shoulder	681	SY	\$ 2.60	\$ 1,770.60
	18" RCP	120	LF	\$ 44.20	\$ 5,304.00
	18" RCP FES	2	EA	\$ 800.00	\$ 1,600.00
	Excavate Bldg. Foundation	827	LF	\$ 6.30	\$ 5,210.10
	Backfill Foundation	827	LF	\$ 11.65	\$ 9,634.55
	Fine Grade Bldg. Floor	1099	SY	\$ 2.00	\$ 2,198.00
	Grade for Concrete Aprons	690	SY	\$ 2.50	\$ 1,725.00
	Grade for Curb and Gutter	495	LF	\$ 1.40	\$ 693.00
	Subgrade Balance	2187	SY	\$ 1.80	\$ 3,936.60
	1500 Gal Sand Oil Interceptor	1	EA	\$ 5,860.00	\$ 5,860.00
	4" Fire Line	100	LF	\$ 156.20	\$ 15,620.00
	1" Copper Waterline	100	LF	\$ 52.80	\$ 5,280.00
	4" SDR35 Sewer Line	185	LF	\$ 29.56	\$ 5,468.60
	6" SDR35 Sanitary Sewer Line	40	LF	\$ 37.20	\$ 1,488.00
	Sanitary Cleanouts	5	EA	\$ 180.00	\$ 900.00
<b>Base Bid Total</b>					<b>\$ 157,061.20</b>

### Inclusions/ Exclusions

- #1 Proposal Price includes only items specifically referenced- additional prices can be provided for additional work requested by Owner/GC
- #2 Plans Provided for Bid: Terramax 7/30/19 Davis Bacon/ Prevailing Wage Included: No
- #3 Specs Provided: None Addenda: 1 Soils Report: Kumar and Assoc. 6/27/19
- #4 Export: Onsite Stockpile Included Import: Not included. All quantities to be field measured
- #5 No Erosion Control Included in Proposal. Pricing can be provided upon request.
- #6 Cost of Water Not included. Water source to be provided onsite by Owner/GC
- #7 No Traffic Control, Utility Relocation or Permits Included
- #8 Unseen Conditions including- ground water, storm water, rock, frost, mud, trash, debris etc.... will be addressed as a change order or T&M.
- #9 No back charges will be accepted unless Kuhn Construction Inc. has been notified in writing, been given the option of repairing and or correcting the problem or a signed change order is issued

## Suggested Motion

I move to waive the Request for Proposal (RFP) requirements and authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Kuhn Construction, Inc. in an amount not to exceed \$157,062 for the site preparation and grading scope of work at the North Municipal Complex.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Alison Belcher, Assistant Communications Director  
DATE: July 27, 2021  
SUBJECT: CodeRED Emergency Alert System

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## Background

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The Town of Bennett has implemented the CodeRED system, a high-speed emergency notification service provided by OnSolve. Public safety officials across the United States have credited CodeRED notifications for saving lives, including locating missing children, apprehending wanted criminals and issuing timely evacuations.

CodeRED will serve as the backbone of Bennett’s emergency planning and communications outreach. The platform will allow Bennett to communicate with residents and personnel by sending telephone calls, text messages, emails, posts to social media and mobile app messages to inform residents of emergencies and better protect life and property.

Through CodeRED, there is also a weather warning system. This will allow the Town to deliver emergency weather warnings to all registered residents and businesses within the direct path of severe weather. The CodeRED weather warning system is an opt-in service that automatically notifies those enrolled of tornado, flash flood and severe thunderstorm warnings just moments after the alert is issued by the National Weather Service.

The Town selected CodeRED after it came highly recommended from Adams County. Residents who are currently signed up in Adams County with a Bennett address will now also get the Town’s emergency alerts.

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## Resident Sign Up

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Residents are able to sign up for alerts online by following this link or the link on the Town’s website.

<https://public.coderedweb.com/CNE/BF6BAD030793>

Residents can also opt in by texting “BENNETTALERTS” to 99411.

Staff has also included a flyer with this report that details how to register for CodeRed alerts online (see attached).

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## Attachments

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1. Community Notification Information Flyer

# How to Register for CodeRED Alerts Online

## Select Managed Account Preference

Creating a managed account will allow you access to modify your existing notification settings and contact information, below is a list of your options:

### 1. SINGLE SIGN-ON ACCOUNT

To create a single sign-on account, click the button next to “Yes” and click the corresponding logo to the credentials you would like to use, either Google, Facebook or Twitter. You will be prompted to log into your account to permit access.

### 2. MANAGED ACCOUNT

To create a managed account, click the button next to “Yes” and create a username and password. Please be sure to record this information for later use. *(username: 6 characters or more, password: 8)*

### 3. NON-MANAGED ACCOUNT

You will not have another option to create an account later in the form, or have the ability to log back in and update your contact information at a later date.

## Contact Information

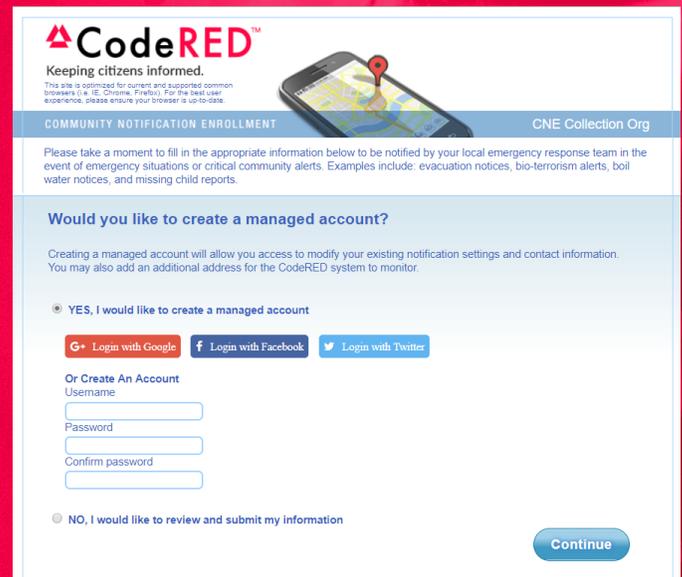
## Contact Address and Communication Methods

Fill out your information and identify whether it is a business or home address. You will have the option further down to add more locations.

It's simple and quick to enroll! Just visit the url below and follow the steps.

You can also text

to 99411 to receive a direct link to the enrollment form on your mobile device.



**CodeRED™**  
Keeping citizens informed.  
This site is optimized for current and supported common browsers (i.e. IE, Chrome, Firefox). For the best user experience, please ensure your browser is up-to-date.

COMMUNITY NOTIFICATION ENROLLMENT CNE Collection Org

Please take a moment to fill in the appropriate information below to be notified by your local emergency response team in the event of emergency situations or critical community alerts. Examples include: evacuation notices, bio-terrorism alerts, boil water notices, and missing child reports.

**Would you like to create a managed account?**  
Creating a managed account will allow you access to modify your existing notification settings and contact information. You may also add an additional address for the CodeRED system to monitor.

YES, I would like to create a managed account

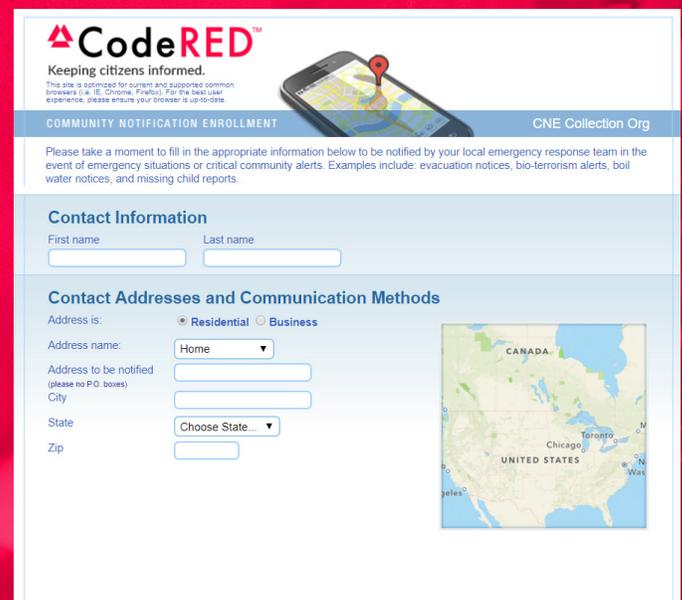
**Or Create An Account**

Username

Password

Confirm password

NO, I would like to review and submit my information



**CodeRED™**  
Keeping citizens informed.  
This site is optimized for current and supported common browsers (i.e. IE, Chrome, Firefox). For the best user experience, please ensure your browser is up-to-date.

COMMUNITY NOTIFICATION ENROLLMENT CNE Collection Org

Please take a moment to fill in the appropriate information below to be notified by your local emergency response team in the event of emergency situations or critical community alerts. Examples include: evacuation notices, bio-terrorism alerts, boil water notices, and missing child reports.

**Contact Information**

First name  Last name

**Contact Addresses and Communication Methods**

Address is:  Residential  Business

Address name:  Home

Address to be notified (please not P.O. boxes)

City

State  Choose State...

Zip



## Phones

Be sure to include area code and full telephone number. To receive text messages, you must click the “Send text messages” box below and select your mobile provider.

Via dropdown, select your provider. If your provider is not listed, select “Other.”

- Check the box for “General Notifications” if you wish to receive community alerts. Please note: **Emergency Notifications cannot be opted out—your public safety agency will determine what constitutes an emergency and issue notifications accordingly.**
- Check the box(es) to receive optional weather notifications (Please note this component is not available on every account, if you do not see it skip this step).
- You may register more than one phone number by clicking “+Add phone”.

## Emails (Optional)

To receive emails, click “+ Add email” and enter your email address. You will be asked to select the types of alerts and optional weather warnings you wish to receive via email.

## Terms and Conditions

You must check the box to continue.

## Data Privacy

You must check the box if you would like to keep your information private.

## Verify Information

Press button to verify your information.

## Confirmation Screen

Once completed, you will receive a confirmation email (only if you created a managed account). It contains your account details, along with information regarding the CodeRED Mobile Alert app.

- **Caller ID** – Add the numbers listed to your phone’s contact list.
- **CodeRED Mobile Alert app** – Download the FREE app to receive safety notifications as you travel to stay informed.



**DOWNLOAD NOW!**  
[onsolve.com/crmobile](https://onsolve.com/crmobile)

**Phones**

Phone Number:   TDD/TTY device - Tone delivery, for hearing impaired

Send text messages - 1 message per alerting event. Message and data rates may apply.  
[SMS Terms & Conditions and Privacy Policy](#)

Reply STOP to 31678 or 76127 or 76993 to stop receiving messages from that number

Mobile Provider:

**Alert Types**

Emergency Notifications  
 General Notifications

Optional Severe Weather Warnings ⓘ

Phone:

Tornado  Severe Thunderstorm  Flash Flood



**Emails**

Email address:

Confirm email address:

**Alert Types**

Emergency Notifications  
 General Notifications

Optional Severe Weather Warnings ⓘ

Tornado  Severe Thunderstorm  Flash Flood  Winter Storm

**Terms and Conditions**

By adding your phone number you agree to receive telephone calls that deliver messages from your local municipality or employer that are pre-recorded and sent by OnSolve™.

I have read, understand and agree to the [terms and conditions](#).

**Data Privacy**

By electing to keep your information private, OnSolve™ will not release your information to any third parties unless compelled to do so by a competent court of law, and OnSolve™ will allow your information to be made available to your local provider only for use in one of OnSolve™’s services. If the box is left unchecked, you are electing to make your information public, meaning OnSolve™ may release the information to your local provider, and it may become subject to local public information rules and requests.

Keep my information private

**Congratulations**

Your contact information has been successfully added and you will now receive notifications through CodeRED.

**Caller ID**

You will recognize the CodeRED call when your caller ID displays the following numbers. Please be sure to add these telephone numbers into your telephone’s contacts, when applicable.

866-419-5000 or Emergency Comm for Emergency Notifications  
855-969-4636 or ECN Community for General Notifications

If you would like to hear the last message delivered to your phone, simply dial the number back.

